

**CENTURYLINK MASTER SERVICE AGREEMENT
LEVEL 3[®] VoIP ENHANCED LOCAL SERVICE
SERVICE SCHEDULE**

1. Applicability. This Service Schedule applies only to Level 3[®] VoIP Enhanced Local Service ("ELS Service"). Where "Level 3" is used in the Agreement or this Service Schedule, it shall mean Level 3 Enhanced Services LLC. Level 3 VoIP Enhanced Local Service may be designated as (3)VoIP EnhancedSM Local Service in customer orders, order acceptance, service delivery, billing (and related) documents.

2. Definitions. Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

"911 Services" means functionality that allows end users to contact emergency services. 911 Services include Enhanced 911 Service, which have the ability to route an emergency call to the Public Safety Answering Point ("PSAP) assigned to the primary Subscriber address and (subject to Customer's obligations herein) provide the Subscriber's address and DID/DOD information. 911 Services are provided by Level 3 Communications, LLC pursuant to applicable tariffs.

"Average Number of Subscribers" means the sum of the total number of Subscribers per day during each day of the applicable month divided by the number of days in such month (or pro-rata for any partial month).

"Complex LNP Request" means an LNP request involving the porting of one or more DID/DOD's (per billing number and service address) that have any of the following features or requirements: PRI or T1 DID/DOD porting; Centrex features; or hunt groups (i.e. a series of lines configured so that if one line is busy, another is hunted until a free line is found).

"Customer VoIP Application" means the Class 5 VoIP application provided by Customer in connection with ELS Service.

"DID/DOD" means a telephone number assigned by Level 3 to Customer for use by a Subscriber with ELS Service.

"Directory Listings" means Level 3 offers one simple listing per TN service address (no more than one non-bolded, captioned, basic listing) of a Subscriber's telephone number in the ILEC white pages directory for a Market.

"International" means anywhere outside of the continental United States, including Alaska and Hawaii.

"IP" means Internet Protocol.

"LCA" means a geographical local calling area (determined by the applicable ILEC) containing one or more Rate Centers.

"LNP" means local number portability.

"LNP Project" means an LNP request involving the porting of more than 50 DID/DOD's per service address and billing number.

"Market" means a geographic area (as defined by Level 3) in which Level 3 offers ELS Service. Current Markets may be viewed at <http://www.level3.com>.

"Operator and Directory Assistance" means live or automated operator assistance for the placement of Subscriber calls, listing services and/or related information.

"PSTN" means the public switched telephone network.

"Rate Center" means a geographic area (determined by the applicable ILEC) within a LCA or Market that is associated with one or more specific NPA/NXX codes.

"Reseller" is a customer of Customer to whom Customer sells ELS Services for resale to Subscribers or other resellers (which further resellers are also "Resellers" hereunder).

"SIP" is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.

"Subscriber" means an individual, end-user or telephone device assigned a DID/DOD.

"U.S. Domestic" means the continental United States (excluding Alaska and Hawaii).

"VoIP" means voice over IP.

3. Service Description/Limitations.

(A) ELS Service provides inbound and outbound local and long-distance voice services (via a DID/DOD assigned by Level 3 only) utilizing an IP to IP or PSTN to IP (or vice-versa) hand-off and which Customer certifies to Level 3 is either originated by Subscribers in, or terminated to Subscribers via an Internet Protocol format (or is otherwise enhanced traffic). Level 3 will route calls to the PSTN or an IP address and terminate them to a Customer VoIP Application. Level 3 may temporarily block ELS Service traffic where Level 3 reasonably believes it to be fraudulent, where Customer uses the Service in violation of this Service Schedule, or where reasonably necessary to protect Level 3's network. Where available in a Market, ELS Service includes telecommunications relay services (711), Directory Listings and Operator and Directory Assistance. ELS Service does not support 976 or 900 calls.

(B) Customer (and any end user obtaining Service by or through Customer) is strictly prohibited from using ELS Service or any TNs in connection with any call types that would result in Level 3 incurring originating access charges, local exchange carrier "DIP" fees or other call types (including, without limitation, 8xx calls) that may be subject to a reverse billing process, application or charge. In the event that Customer fails to comply with the terms of this Section 3(B), Level 3 shall have the right to (i) immediately suspend or terminate the Service (without notice or opportunity to cure) and (ii) Level 3 shall charge Customer an additional \$0.04 per minute of use for all ELS Services provided to Customer from and after the date of any violation of this Section 3(B). Any charges owing by Customer to Level 3 under this Section 3(B) shall be in addition to any and all other charges that may be due and owing hereunder. Customer shall also indemnify and hold harmless Level 3, its officers, employees, agents and affiliates from and against any and all

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losses, claims, costs or damages of whatever nature arising from or relating to Customer's use of ELS Service in violation of this Section 3(B).

4. Customer Orders and Forecasts.

(A) Subscriber Orders. Customer may submit Customer Order(s) to activate a Market(s) and request anticipated DID/DOD's in Rate Centers within such Markets, (each a "Market Order"). After doing so, Customer may submit Customer Orders to activate Subscribers for use of ELS Service within Rate Centers in a Market ("Subscriber Order"). A Subscriber Order will be accepted by Level 3 through activation of the Subscriber with an assigned DID/DOD. Such activation shall constitute Level 3's acceptance of the Subscriber Order and the Connection Notice for purposes of the Agreement. If DID/DOD's are reserved for Customer following a Market Order, Level 3 may, upon electronic mail notification to Customer, reclaim up to 75% of the DID/DOD's reserved for Customer (by Rate Center) if Customer has not ordered ELS Service for Subscribers utilizing such DID/DOD's within 120 days from the date of the Market Order.

5. Charges. The billing plans for ELS Services and the charges associated therewith are stated in Exhibit A. Regulatory taxes and fees payable by Customer may be designated as cost recovery fees on invoices provided by Level 3. The disconnection, cancellation and termination charges stated in Exhibit A, and Customer's Revenue Commitment obligation (if any), are in lieu of any cancellation charges stated elsewhere in the Agreement. Calls within a Subscriber's LCA shall be treated as local calls; calls outside of a Subscriber's LCA shall be treated as long-distance calls. A binding determination that such treatment is not appropriate shall be subject to the regulatory change procedures described in the Agreement. All charges associated with Subscribers and/or DID/DODs apply whether a Subscriber is using a DID/DOD provided by Level 3 or ported to Level 3. Customer shall not allow multiple Subscribers to be assigned or otherwise use any single DID/DOD, or allow any Subscriber to use ELS Service under any applicable Local Flat Rate Plan or Local and Domestic Long-Distance Flat Rate Plan for purposes other than a primary line replacement application (i.e. multiple calls will not be placed/received at the same time on the same DID/DOD). In the event Customer violates the foregoing (as reasonably determined by Level 3), in addition to the right to immediately suspend Service, Level 3 may retroactively charge Customer for (i) applicable Subscriber fees for all Subscribers using such DID/DOD and (ii) all inbound and local outbound calls at a rate of \$0.015 per minute of use ("MOU") and long-distance calls at Level 3's then current standard, or otherwise contracted, long distance usage rates.

6. Customer Responsibilities.

(A) Customer shall, at its sole cost, be responsible: (i) for providing all equipment (including SIP proxy servers), software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer VoIP Application and the Customer network to operate with the ELS Service and for providing and ensuring the successful installation of all equipment and software necessary for Subscribers to use services sold to it by Customer; (ii) to obtain and provide to Level 3, prior to installation of the particular ELS Service, the IP address(es) for the SIP proxy server, the Customer VoIP Application and/or any other applicable hardware/software solution; (iii) for all Subscriber Tier 1 support and (iv) for all Class 5 features, such as dial tone, call waiting and call forwarding functionality. Customer shall input, validate and maintain accurate Subscriber information (through a Level 3 provided electronic interface) so that Level 3 can provide such Customer-provided information to applicable national databases, including, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) (with LIDB preferences set to not accept collect calls) and Caller ID with NAME Database (CNAM). In doing so, Customer shall deliver to Level 3 valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG"). In the event Level 3 cannot validate an address through MSAG, Customer shall, upon notification of the same, immediately deliver a corrected address to Level 3 that can be validated against MSAG. Customer shall advise Subscribers of Subscriber's responsibility and obligation to provide valid address information that can be verified against MSAG. Customer shall indemnify and hold harmless Level 3 and its affiliates against any and all claims and expenses resulting from the failure of Customer to comply with Customer's responsibilities under Section 6.

(B) Customer shall provide Level 3 with Automatic Number Identification (ANI) for all calls using ELS Service in the originating ANI field specified by Level 3. All no-ANI calls (including operator services and directory assistance calls) and all calls where the originating ANI is not an ELS TN will be treated as intra-state and/or international long distance calls (as applicable) and terminated as such at Level 3's then current standard, or otherwise contracted, long distance usage rates (even if Customer has selected a flat rate billing plan).

(C) Customer may not use the Service in a manner that interferes with or impairs service, or the privacy of any communications over any of the facilities and associated equipment constituting Level 3's network.

(D) Customer must successfully complete operational acceptance testing of any ELS Services with the Customer VoIP application.

(E) Additional responsibilities or restrictions may be set forth in Exhibit A.

7. Emergency 911 Service.

(A) Level 3 offers static 911 Services as part of the ELS Service, subject to the limitations stated herein. The static 911 Services provided herein are the static implementation of Level 3® E-911 Direct portfolio of services. Customer shall ensure that DID/DOD's are assigned to Subscribers whose primary address is within the Rate Center associated with such DID/DOD's and shall ensure that Subscribers do not use ELS Service from a location different from the Subscriber's primary address. 911 Services will not function, or will not function properly: (i) if a DID/DOD is assigned to a Subscriber located outside of the Rate Center associated with such

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DID/DOD; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to Level 3 by Customer; (iii) during any disruption of power at the Subscriber location; (iv) during any disruption of Internet connectivity to the Subscriber location; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber in connection with ELS Service fails to function or is improperly (or is not) installed or configured. 911 Services will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation (including following Port-Ins under Section 8(A) below.

(B) In the event that 911 Service 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 911 Service laws, rules and regulations, Customer agrees to negotiate modifications to this Section 7 as requested by Level 3, and if agreement respecting the same cannot be reached, Level 3 may terminate the ELS Service and this Agreement without liability.

8. Local Number Portability.

(A) Porting In. Upon submission of a Subscriber Order, Customer may (in accordance with Level 3's standard operating procedures, including those procedures described in Level 3's then current LNP Service Reference Guide) port a geographically relevant telephone number to Level 3 ("Port-In") for use with ELS Service. Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In and will provide copies of letters of authority authorizing the same upon request. Customer shall indemnify, defend and hold harmless Level 3 and its Affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In or Port-In cancellation).

(B) Porting Out. Level 3 may receive requests to port a telephone number currently assigned to a Subscriber to a third party provider ("Port-Out"). Prior notice of Port-Outs will not be provided; Level 3 will provide a report of subsequent Port-Outs in accordance with the LNP Reference Guide. Level 3 will support valid Port Out requests in accordance with Level 3's standard operating procedures, including those procedures described in Level 3's current LNP Service Reference Guide.

9. Service Levels.

(A) Availability Service Level. The Availability Service Level for this Service is 99.9% in a 30 day month. Service is considered "unavailable" if it is unable to send or receive traffic 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. In the event that Service is unavailable, 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:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% 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%

(B) Voice Call Success Rate (CSR). The CSR Service Level for Voice Service is 99.9% per month. CSR is measured by Level 3 as a monthly average across the Level 3 network calculated based on the number of voice sessions established against the total sessions offered. In the event Level 3 does not meet the CSR Service Level for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service in the particular month as set in the following table*:

CSR	Service Level Credit
98 – 99.90%	5%
94 – 97.99%	10%
90 – 93.99%	15%
89.99% or less	25%

*The CSR Service Level does not apply during the 90 days following the Service Commencement Date.

(C) Limitation. The Service Levels stated herein do not apply to any Services which originate or terminate outside of the United States. Customer will be entitled to receive credits on only one Service Level in any calendar month (even if Level 3 fails to meet more than one such Service Level). Customer will elect which Service Level it seeks to exercise when its claim for credits is made to Level 3.

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(D) Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Voice Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is “unavailable” (as defined in subpart A immediately above) for more than 1 consecutive hour in 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. Fraudulent 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. In the event Level 3 discovers or reasonably believes fraudulent calls being made, Level 3 may take immediate action that is reasonably necessary to prevent such fraudulent calls from taking place, including without limitation, denying Service to particular Automatic Number Identifiers (ANIs) or terminating Service to or from specific locations. Level 3 shall use reasonable efforts to notify Customer in the event Level 3 takes action upon discovery of fraudulent calls. 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.