

SERVICE SCHEDULE  
**LEVEL 3<sup>®</sup> ENTERPRISE VOICE LONG DISTANCE SERVICE**  
(Version Issue Date: January 11, 2011[S])

1. **Applicability.** This Service Schedule, along with applicable tariffs (“Schedule”), applies only to Level 3<sup>®</sup> Outbound Long Distance, Toll-Free and Enhanced Toll-Free Service (“Enterprise Voice Long Distance Services” or “Services”) and incorporates the terms of the Master Service Agreement under which Level 3 provides Services to Customer (the “Agreement”).
2. **Service Description.** The Service provides outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) Service and Enhanced Toll Free Voice Service (where available). Enhanced Toll-Free Voice Service also provides network-based call routing and interactive voice response features. The three basic configurations, where available, are:
  - **Dedicated Long Distance:** Customer accesses Level 3’s long distance network via a dedicated access line used either exclusively for long distance or shared with Level 3 Local Service
  - **Switched Long Distance:** Customer accesses Level 3’s long distance network via a Level 3-provided switched access circuit or line
  - **PIC Long Distance:** Customer accesses Level 3’s long distance network via local access facilities not provided by Level 3
3. **Applications.** Enterprise Voice Long Distance Services may be used to serve single or multi-station enterprise premises telephony equipment, such as phone sets, key systems and PBXs.
4. **Rates and Charges.** Level 3’s standard usage rates, billing increments and call minimums apply. Enhanced Toll-Free per minute rates apply and are different than the interstate or intrastate inbound (8XX) voice usage per minute rates. If Customer overflows or re-routes a dedicated inbound circuits to a switched telephone number for termination, switched voice rates will apply to those calls. Actual usage of Level 3’s network will be measured from establishment of a connection between the calling telephone and the called telephone until termination of the call, as determined by Level 3. Level 3’s standard per-call surcharge for Directory Assistance and Operator Services and other charges shall apply. Interstate, Intrastate, Intralata, Enhanced Toll-Free and International voice usage rates are subject to change upon thirty (30) days notice to Customer: i) during any month to month Service Term; and ii) in the event of any breach by Customer of the terms of the Agreement.
5. **Surcharges**

Customer agrees to pay the following surcharges, where applicable, in connection with Enterprise Voice Long Distance Services:

(A) **80/20.** Enterprise Voice Long Distance Services usage charges to all out-of-state locations within the contiguous United States will have a single rate; other domestic and international calling rates will vary by state and jurisdiction. The rates assume that at least 80% of Customer’s long distance traffic will be to certain operating company numbers (“OCNs”) designated by Level 3 and that at least 80% of Customer’s PIC Long Distance Service traffic will be to certain OCNs also designated by Level 3. The list of then current designated OCNs (the “80/20 OCN Table”) is available from Level 3 upon request, and is subject to change by Level 3 upon fifteen (15) days written or electronic notice by Level 3 to Customer in accordance with the notice provisions of Section 4 above. Surcharges, which shall be at Level 3’s standard surcharge rates, will apply to any or all of the LD Services if during any billing month Customer’s traffic utilizing such service (i.e. originating from or terminating to these OCNs) is less than 80% of the Customer’s total traffic for each such Service. The surcharge applies only to: (i) long distance traffic originating and terminating in the 48 contiguous United States, and (ii) in each case, only to the traffic below the 80% requirement.

(B) **Short Duration Call Surcharge.** If Short Duration Calls (meaning calls that are less than or equal to 6 seconds in duration as measured by Level 3) constitute 10% or more of Customer’s Enterprise Voice Long Distance Services completed calls during any billing cycle, then Level 3 may bill and Customer shall pay Level 3 a \$0.03 charge per Short Duration Call (in addition to all other applicable charges for the Enterprise Long Distance Services). Alternatively, Level 3 may terminate all Enterprise Voice Long Distance Services being provided pursuant to this Service Schedule and disconnect all IP and/or TDM connections associated with it on 30 days prior written notice to Customer.

(C) In addition, Customer agrees to pay the following surcharges in connection with PIC Long Distance Service:

  - i. **Unauthorized PIC Change.** An Unauthorized Carrier Change Charge applies to each PIC change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of Enterprise Voice Long Distance Services by Level 3.
  - ii. **PIC Change Charge.** LECs will assess Customer a PIC Change Charge if an end user’s ANI is PIC’d from one IXC to another.
  - iii. **Carrier Line Charge or Primary Interexchange Carrier Charge (“PICC”).** Level 3 shall assess Customer a pass through carrier line charge for line charges assessed by each underlying LEC.
  - iv. **PIC with Interexchange Pay Charge.** Level 3 shall assess Customer a pass through PIC Change Charge where a Customer’s ANI is PIC’d from one IXC to another.

6. **Scope.** Level 3: (i) shall use commercially reasonable efforts to start provisioning of Services to Customer on or before the scheduled date of order activation; and (ii) is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer.

7. **Restrictions.** If Customer utilizes predictive dialers or any other mechanized dialing device to place outbound calls and the call attempts exceed eight hundred (800) call attempts per hour per T-1 utilizing inband signaling or one thousand two hundred (1,200) call attempts per hour per T-1 utilizing PRI or SS7, Level 3 reserves the right to: (i) suspend Service for issues pertaining to network congestion due to Customer's use of these devices; (ii) revise the pricing herein; or (iii) immediately terminate Service under this Service Schedule.

Customer shall not, without the express written consent of Level 3 (i) use the Service for resale purposes, (ii) use any Service other than Enhanced Toll Free Services for call center purposes, or (iii) use least cost routing (LCR) in conjunction with the Service (each, a "Non-Conforming Use"). In the event Customer uses Enterprise Voice Long Distance Services for 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, at its option, provide Customer with five (5) business days' notice to modify traffic to correct its usage. If Customer fails to modify its traffic or correct usage, Level 3 reserves the right to adjust usage rates or immediately terminate the Enterprise Voice Long Distance Services. Customer shall remain liable for all usage charges incurred prior to such termination.

Level 3 may 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 from taking place, including without limitation, denying Service to particular ANIs, or suspending or terminating Services to or from specific affected locations. Customer shall indemnify and hold harmless Level 3, its officers, employees, agents and affiliates from and against any and all losses, claims, costs or damages of whatever nature arising from or relating to Customer's use of Enterprise Voice Long Distance Services in violation of this Section.

8. **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 (including but not limited to making TDM originated traffic appear to be IP originated) 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

9. **Service Levels**

The following Service Levels apply to Customers who are end-users of Level 3 voice Services only. They do not apply in any case where Services are re-sold (where resale is allowed).

**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.

**D. Chronic Outage.** As its sole remedy, Customer may elect to terminate any affected 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.