

SERVICE SCHEDULE
LEVEL 3[®] ENTERPRISE VOICE TDM BASED SERVICES
 (Version Issue Date: September 17, 2012)

1. **Applicability.** This Service Schedule, along with applicable tariffs ("Schedule"), applies only to Level 3's TDM-based provision of Enterprise Voice Local Service, Dedicated and Switched Long Distance and International Toll-Free and Universal Toll Free Services ("Enterprise TDM Voice Services" or "Services") and incorporates the terms of the Master Service Agreement under which Level 3 (or Level 3's affiliate) provides Services to Customer (the "Agreement"). This Service may be referred to as ISDN PRI, ISDN BRI, Digital Trunk, Business Line, Centrex, PIC LD, Enterprise Voice Long Distance, Enterprise Voice Outbound, Enterprise Voice Toll Free, International Freephone Number (IFN), and Universal International Freephone Number (UIFN), on quotes, ordering and invoicing documentation.

2. **Service Description.** The Enterprise TDM Voice Services below are TDM-based and provide, as relevant, Public Switched Telephone Network ("PSTN") connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) Service, and international toll free calling. The basic offerings, where available, are:

- **Local Service:** Customer access to the PSTN for the placing and/or receiving of local and intraLATA calls. Service may be delivered via Business Line, Centrex Services, Primary Rate Interface ("PRI") or T1 Circuit.
- **Dedicated Long Distance:** Customer accesses Level 3's long distance network for outbound and toll free services 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 local access facilities not provided by Level 3
- **Toll Free, International Toll Free Service ("ITFS") and Universal Toll Free Service ("UIFN")** provides access, transport and termination of voice traffic over Level 3's network. ITFS and UIFN calls may originate from countries where Level 3 offers service.

3. **Applications and Configurations.** Enterprise TDM Voice Services may be used as local and long distance voice access services to serve single or multi-station enterprise premises telephony equipment, such as phone sets, key systems and PBXs. Services are available only to single, distinct enterprises who will utilize the service for customary, normal, and reasonable business use. Notwithstanding anything to the contrary in the Agreement, Customer may not resell or incorporate these Services into services it sells to third parties.

- a. **Dedicated Access: T1, DS3, OC-n.** Multiple configurations are supported: DOD, DID, channelized DIOD and standard DIOD, customized to meet Customer's application needs.
- b. **PRI.** PRI Circuit configuration is ISDN, twenty-three (23) B channels for transport and one (1) D channel for signaling. PRI supports voice and data traffic, enhanced 911, and caller ID. Channelized DIOD service is not available with PRI service,
- c. **BRI.** Basic Rate Interface ("BRI") service is ISDN, two (2) B channels for transport and one (1) D channel for signaling. Each B channel is 64kbps of bandwidth and each D channel is 16kbps of bandwidth. BRI supports voice and data traffic and caller ID.
- d. **Business Line.** Business line service provides a single, two-wire, voice grade telephone communications channel that can be used to place or receive one call at a time.
- e. **Centrex.** A Centrex system is a group of telephone extensions or stations, in one or more locations connected to a central office switch. Centrex provides analog and digital service with sophisticated telephone features.

4. **Rates and Charges.**

Rates and charges for the Service ("Rates") will be set out either (i) in a rate schedule provided in conjunction with or as part of Customer's Order for the Service, or (ii) in a pricing schedule (in either case, the "Rate Sheet") as the same may be changed as set forth herein. 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.

Unless otherwise stated in a Rate Sheet (and as may be changed by Level 3 with written notice as set forth below), the following minimum call durations will be billed with billing increments in the denominations indicated below thereafter.

Type of Service	Minimum Call Duration (Call Minimum) in seconds	Billing Increments in seconds
Domestic Outbound LD	18	6
International Outbound (except Mexico)	30	6
Mexico Outbound	60	60
Domestic and International Toll Free	30	6

Local calls may be billed as local unlimited calling, local measured rate (per minute), or local per call usage rate. Where billed as local measured rate, the minimum call duration is 60 seconds and the billing increment thereafter is 60 seconds.

Service usage charges are based on actual usage of Service and begin when the called party answers, as determined by answer supervision, and end when either party disconnects the call. If answer supervision does not detect an answer, Level 3 may disconnect the call (normally after 150 seconds) and bill the call for 120 seconds.

Customer understands that the charges (including Ancillary Charges) applying to the Services are reflective of the charges levied on Level 3 by third party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by those and other third party providers, and that those Third Party Charges may be subject to change during the term for which the Services are to be provided by Level 3 to Customer. Level 3 reserves the right, upon thirty (30) calendar days' written notice, to increase the rates applying for calls made to specific call destination regions and/or to change Ancillary Charges based on changes to Third Party Charges. Level 3 may send to Customer a Rate Change Notice, which will take the form of a bill insert message transmitted with Customer's invoice ("Rate Change Notice"), or other written communication. On receipt of a Rate Change Notice, Customer may elect to terminate the Service without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination 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.

Notwithstanding any language in the Agreement to the contrary, Service will continue on a month to month basis at the expiration of the Service Term at the same rates and charges, subject to modification by Level 3 upon 30 days' written notice to Customer and termination by either party upon 30 days' written notice to the other.

In addition to such minimum commitments as stated herein or in Customer's agreement, the Enterprise TDM Voice Services may be subject to a minimum commitment(s) 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 to have no less than the contracted minimum in monthly invoiced Aggregate VRC Charges (the "Revenue Commitment"). "Aggregate VRC Charges" shall mean the charges on an invoice for the monthly recurring charges and usage charges for the Committed Service. The Revenue Commitment is a take-or-pay commit: Customer shall pay the higher of (i) Customer's actual invoiced Aggregate VRC Charges or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation charges for Committed Service (but shall be responsible for any separate cancellation or early termination charges for local access services). For purposes herein, the "Ramp Period" shall mean the period commencing on the Service Commencement Date herein and expiring on the date of the second Level 3 invoice for which the Service is billed.

5. **Surcharges.** Customer agrees to pay the following surcharges, where applicable, in connection with Enterprise TDM Voice Services:

Short Duration Call Surcharge. If for any reason (i) the average call duration for Customer's use of Long Distance Service is less than 30 seconds or (ii) the average call duration for Customer's use of Toll Free Service, IFN or UIFN Service is less than 90 seconds, in either case when measured across a billing cycle month, then an additional charge, shall be applied to all calls using the applicable Service type on the applicable Customer billing account 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 using the applicable Service type (applied to a specific Customer account number) in a billing cycle month by the total number of calls of that type in that billing cycle month for that account.

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.** Level 3 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 carrier line charge for lines PIC'd to Level 3.

6. **Billing & Rate Conditions.**

- a. Charges for IFN and UIFN service will be set out in Customer's Rate Plan. If Customer redirects 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 Customer's Rate Plan
- b. Customer agrees that if (i) more than 5% of Customer's total outbound long distance traffic originating in the US in any given month terminates in one or more of the domestic off shore locations, or (ii) more than 5% of Customer's total toll free service in any given month originates from domestic off shore locations, Customer will be assessed an additional charge of \$0.15 per minute for all of Customer's domestic usage, including domestic offshore usage, generated in that month. The domestic off shore locations are: Puerto Rico, Northern Marianas, US Virgin Islands, and Guam.

- c. **Traffic Profile:** As a condition of using the Service, Customer is required to provide Level 3 with a voice traffic profile and forecast of its usage of the Service (collectively the "Customer Profile"). The Rates payable by Customer for the Service will be based upon (a) the Customer Profile provided or, in default of Customer providing a Customer Profile, upon (b) a standard profile of the distribution of traffic for Level 3's retail voice customers ("Standard Profile"). If Level 3 ascertains at any time upon review of Customer's usage patterns, that the costs incurred by Level 3 in connection with the Customer's use of the service are higher than average costs based upon the Customer Profile or Standard Profile (as applicable), then Level 3 shall have the right upon three calendar days' written notice, to increase the Rates for the Service which revised Rates will take effect at the expiry of the three day notice period.
- d. **Traffic Rating.** Voice usage rating is based on the origination and termination point of the traffic. Termination is based on geographic location using the specific rate center(s) of the called party's NPA/NXX. To determine originating call jurisdiction, Level 3 will utilize different methods depending on T1 or PRI service. Customer may not, in any case, send outbound (end user/Customer to PSTN) traffic over a Level 3 circuit that did not originate from a Level 3 phone number specific to the rate center in which the Circuit is located.

T1: Level 3 shall provide Customer with the BTN of the Circuit that is origination point of the call.

PRI: Level 3 shall use Customer-delivered Calling Party Number ("CPN") as the origination point of the call. Delivery of valid CPN to Level 3 is a material obligation of Customer. Customer warrants and represents that the Level 3 telephone numbers provided for each specific Circuit represent the originating locations. The termination point of the call is the destination number. Level 3 reserves the right to charge the highest applicable rates in the local call plan for any local calls and in the long distance call plan for any long distance calls that originate from non-Level 3 or unknown numbers (not 10 digits or not in the LERG). If a long distance call plan is not associated with the customers service, Level 3 will add the current long distance rate plan to the customers service to charge for these calls; in addition, Level 3 retains the right to terminate the Service if Customer delivers traffic to Level 3 without a valid CPN or Level 3 otherwise deems Customer's traffic as having circumvented access charges. A valid CPN is the calling party's Level 3 assigned ten (10) digit telephone number within the North American Numbering Plan, excluding special-purpose phone numbers, such as 8XX, 950, 555 and N11.

In the event any third party requires an audit of Level 3's minutes of traffic, Customer will cooperate with such audit, at an expense to be shared equally by the parties. Customer shall grant access to CDRs and other necessary information reasonably available to Level 3 or any third party solely for the purpose of verifying Customer's minutes of traffic.

7. **Scope.** 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.

8. **Restrictions.**

- a. **No Resale.** Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service and resale of the Service in any form is strictly prohibited. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Level 3.
- b. **No Non-Conforming Use.** The Service may not be used for or in connection with auto dialer applications, predictive dialers, calls to premium rate online services, broadcast fax transmissions, or other application that generates more than ten (10) calls per second. Except as set forth in section c below, the Service may not used in connection with call center applications and Customer shall not use least cost routing (LCR) in conjunction with the Service. Any use of the Service in violation of this Section is a "Non-Conforming Use". In the event Customer uses 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 three(3) 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 Services. Customer shall remain liable for all usage charges incurred prior to such termination. Customer will indemnify Level 3 from any claims arising as a result of any Non-Conforming Use.
- c. Customer may use the Service for call center applications or may use least cost routing only with Level 3's express signed written consent (which may be granted in Level 3's sole discretion). If Customer seeks to use the Service in connection with call center operations, Customer must provide Level 3 with detailed traffic forecasts and will discuss location-specific constraints relating to the Service.

9. **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.

10. **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. 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.

11. **Service Levels.**

The following Service Levels apply only to Customers who are end-users of Services.

a. **Availability Service Level.** The Availability Service Level for this Service is 99.9% per month. Service is considered "unavailable" if it is unable to make or receive 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. 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
99.90% - 98	5%
97.99% - 94	10%
93.99% - 90	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 60 consecutive minutes 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.

12. **Local Access Provided by Level 3.** Level 3 provides local access circuits (via third party providers) only for Customer's use in connection with this Service. Where Customer's usage of local access circuits provided by Level 3 in connection with this Service falls below the minimum usage level set out below in two consecutive monthly billing cycles, then, notwithstanding any pricing

otherwise agreed with Customer, Customer agrees to pay the additional charge(s) set out below in addition to any other charges payable in respect of the Service.

Local Access Circuit Type	Minimum Usage Level	Additional Monthly Charge
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.

13. Equipment Required.

- a. **T1, PRI or BRI.** For all Circuits, Customer must have a digital PBX (or equivalent) with the appropriate interface card to support either PRI or T1.
- b. **Centrex, BRI or POTS.** Because Level 3 Centrex, BRI and POTS are Central Office-based services, in most cases only station and related equipment wiring is required at the customer premises. The customer is responsible for securing both the station equipment and related equipment and the installation services and materials for the related wiring. Whenever possible, Level 3 will provide vendor recommendations and coordination assistance.

For Digital Centrex/BRI Applications, CPE equipment configurations must be defined. These configurations define what function will be performed by each button on the digital electronic telephone set. Due to the complexity of the initial provisioning and ongoing maintenance of these configurations, there is a limit of three (3) unique CPE configurations per Centrex/BRI system.

A local power source is required for the CPE used with Digital Centrex/BRI services. In addition, network termination devices (“NT-1s”) are required to provide an interface between digital CPE and the Level 3 network. These devices, if not built into the phone set chassis, will require space at the customer premise. Often, a common location at the customer premise is used for both the NT-1 devices and the power source.

- c. **DS-3 Muxing Equipment.** If DS-1 handoff is required, Customer is responsible for providing appropriate and necessary space and power for the muxing equipment. Charges for muxing equipment shall be indicated on the applicable Service Order. Muxing equipment is subject to availability.

14. Additional Service Specific Terms.

A. Local Service.

- (i) **Enhanced 911 Call Treatment:** For Service, Level 3 will assume that the Customer will have one BTN per service location/circuit. Customer agrees that Level 3 will register the BTN of the service location/circuit in the Private Switch/Automatic Location Identification (“PS/ALI”) database with the physical address of the respective BTN. When the customer dials 9-1-1, Customer agrees that Level 3 will pass the respective BTN to the Public Safety Answering Point (“PSAP”). The PSAP operator will reference the physical address of the respective BTN for each DID number at that location.

(ii) Enhanced 911 Call Treatment Through Customer’s Third Party Provider.

- a. If the Customer requires ANI for each CPN, or in the event ANI is required for each CPN for compliance with state or local E911 requirements, Customer agrees to update the PS/ALI database (via a third-party Enhanced 911 provider) with each DID (or group of DIDs), along with individual station address and location information. Customer understands and agrees that the responsibility providing all information necessary to ensure the accuracy of the PS/ALI and PSAP database updates resides solely with the Customer.
- b. **Level 3 strongly advises that Customer does not allow any number to become active unless the PS/ALI and PSAP database updates for each number have been completed.** Customer understands that this interval may be significant. If Customer provides its End Users any active number prior to confirming that the relevant E911 database updates have been completed for that number, Customer acknowledges the calls may not be properly completed and/or incorrect information may be sent regarding end user location. Customer agrees to fully indemnify and hold Level 3, its employees, affiliates, agents, and assigns, harmless from and against any costs, losses, or damages arising from the use of such number(s).
- c. It is the Customer’s responsibility to understand the state laws that pertain to them in regards to E911 requirements and compliance obligations, Level 3 specifically disclaims any such obligation.

d. Upon discontinuance of Service, Customer shall be responsible for releasing telephone numbers from the PS/ALI and PSAP databases.

(iii) **Other Jurisdictions.** For Local Services provided in jurisdictions outside the United States, specific additional emergency calling terms may be required and will be added to this Agreement upon Level 3 request.

B. Toll Free.

(I) **Change of Responsible Organization.** Unless otherwise provided for herein, Level 3 is the Responsible Organization for Toll Free Numbers. Customer represents and warrants that it has all necessary rights and authority necessary for any change in Responsible Organization, will provide copies of letters of authority authorizing the same upon request (and in the format requested by Level 3) and shall indemnify, defend and hold harmless 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). Porting by Customer of Toll Free Numbers pursuant to this Section shall in no event relieve Customer of its obligations under the Toll Free Revenue Commitment (if any).

(II) Level 3 does not guarantee the availability of any requested Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free number availability. Customer may not reserve or activate a Toll Free number for the purpose of selling, brokering, or releasing the Toll Free number to another person for any fee or other consideration. Customer has no ownership interest in any Toll Free number made available for its use as part of the Service unless they are the duly appointed Responsible Organization. Level 3 may, without liability, block any Toll Free number having usage surges or heavy traffic loads that are atypical. If, upon termination of Service, Customer does not submit a written request for the appointment of a new Carrier for its Toll Free number(s) within thirty (30) days of such termination, 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 services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its Level 3 account, then Customer's Toll Free number(s) shall not be released to another long distance carrier or Responsible Organization.

(III) Customer agrees that if a US Toll Free number has multiple carrier routing or SMS Emergency Reroute whereby the traffic is split between 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.

C. IFN and UIFN Service. Level 3 does not guarantee the availability of any requested IFN or UIFN Toll Free / Freephone number. Customer may not reserve or activate a Toll Free/Freephone number for the purpose of selling, brokering or releasing the Toll Free/Freephone number to another person for any fee or other consideration. Customer has no ownership interest in any Toll Free/Freephone number. Customer acknowledges that (i) Toll Free / Freephone numbers may be owned by the in-country PTT and not the Customer or Level 3, (ii) that the supply of numbers by a PTT or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the PTT 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 PTT 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 should cancel service with Level 3.

15. **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).