

SERVICE SCHEDULE
LEVEL 3[®] ONE PLUS SERVICE
 (Version Issue Date: February 23, 2012)

1. Applicability. This Service Schedule applies where Customer orders Level 3[®] One Plus Service (referred to herein as “Voice Services”).

2. Voice Services Description. Voice Services include: One Plus Services, Directory Assistance Services and Operator Assistance Services (each as described below). Voice Services do not support calls to 200, 300, 500, 900 or 976 numbers, calls to 911 (or other emergency services) or access to the Level 3 network by dialing 10-1XXXX using a Level 3 Carrier Identification Code (“CIC”). All International dial codes respecting Voice Services will be established by Level 3. Traffic which Level 3 reasonably believes: i) is fraudulent, ii) will unreasonably interfere with other customers’ use of the network or iii) may jeopardize the integrity of the network may be blocked by Level 3 and not delivered. Subject to any revenue commitment between Customer and Level 3, all Voice Services are provided on a month-to-month basis.

2.1 Level 3[®] One Plus Services. Level 3 One Plus Services include Switched One Plus Services and Dedicated One Plus Services (as described below) both of which support validated and unvalidated account codes.

- a. “Switched One Plus” is a switched TDM One Plus Service that originates and terminates calls on the PSTN.
- b. “Dedicated One Plus” is a TDM One Plus Service that terminates calls received over a dedicated facility from the end user premise to Level 3 via SS7 or PRI ISDN.

2.2 Service Limitations and Customer’s Responsibilities. Voice Services do not support calls to 911 or other emergency service numbers, any unauthorized or fraudulent communications on pay-per-call numbers, or the like (collectively, “Improper Calls”). Improper Calls also include mass calling events, excessive non-completed and invalid calls and failed calls due to inadequate Customer trunking. Level 3 may take immediate action to prevent Improper Calls from taking place, including without limitation, denying any Voice Service to particular ANIs, or terminating any Level 3 Voice 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 Voice Service to place Improper Calls or otherwise in violation of this Section 2.2.

2.3 “Directory Assistance Service”. Directory Assistance Service provides Customer’s subscribed end users with phone number, address and NPA/Country code information (and call completion where available) by dialing 1+NPA+555+1212 or by accessing an available, automated calling card platform. A per-call surcharge applies (regardless of whether information is provided). Where available, international directory assistance is available by calling a Level 3 operator who, where able, will contact an international operator and relay information provided to the caller.

2.4 “Operator Assistance Service”. Operator Assistance Service provides Customer’s subscribed end-users with available call completion functions (such as collect calling, LEC calling card support, general operator assistance and LIDB validation) performed via a live operator or automated systems. Operator Assistance Services are not available with Dedicated Services. Customer is responsible for compliance with applicable FCC operator assistance and consumer protection policies.

3. Rates

3.1 Rates and Discounts. (A) Customer will be billed at Level 3’s then current Voice Service rates. Usage charges are based on the actual usage of Voice Services, measured in “Conversation Minutes,” which begin when the called party answers and end when either party disconnects. If the called party does not answer, Level 3 may disconnect that call (normally after 150 seconds) and bill the call for 120 seconds. Customer’s rates, discounts and billing increments for locations outside of the 48 continental United States are subject to change upon 5 days notice by Level 3 to Customer; all other rates, discounts and billing increments are subject to change upon 7 days notice by Level 3 to Customer. Rate changes may be provided by Level 3 via electronic mail to the following e-mail address: _____ and shall be deemed received when sent by Level 3 in accordance with the above.

(B) Current billing increments are as follows:

Originating Location	Initial Billing Increment (seconds)	Additional Billing Increments (seconds)
U.S. Domestic (48 continental U.S.)	6	6
International (excluding Mexico and including U.S. locations outside of the continental U.S.)	30	6
Mexico	60	60

3.2. Traffic Jurisdiction Determination. If Level 3 provides any Voice Service for which the rates or other terms and conditions depend on the jurisdictional nature of Customer traffic, Level 3 shall rely on call detail information first to determine jurisdiction. While Level 3 may

use the dedicated access line ("DAL") point of interconnection as the origination or termination point for the closed end of the Voice Service where Level 3 cannot determine jurisdiction in accordance with the foregoing, Level 3, in its sole and absolute discretion, shall determine the jurisdiction of any traffic associated with any Voice Service.

3.3. Surcharges. Customer agrees to pay the following surcharges in connection with Voice Services:

- a. 80/20. Where any Voice Service usage charges are flat rated, respecting certain operating company numbers ("OCNs") designated by Level 3, surcharges will apply if during any billing month the Customer Voice Service traffic to originating and terminating OCNs of Switched One Plus Service or the terminating OCNs of Dedicated One Plus Service is less than 80% of the Customer's total traffic for each such Voice Service type listed above. The surcharge applies only to: (i) Switched One Plus traffic originating and terminating in the 48 contiguous United States, (ii) Dedicated One Plus traffic terminating in the 48 contiguous United States, and (iii) in each case, only to the traffic below the 80% limit. The list of then current designated OCNs ("80/20 OCN Table") is available 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 3.1 above.
- b. 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 Voice Services by Level 3.
- c. PIC Change Charge. LECs may assess end user a PIC Change Charge if an end user's ANI is PIC'd from one IXC to another.
- d. 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.
- e. 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.

3.4. Minimum Usage Charge (per Port). The following usage commitments set forth in this Section are in addition to, and not in lieu of, any minimum commitments made under the Agreement. Where Customer uses a DAL to interconnect to the Voice Services on a dedicated basis, each DAL's must have minimum usage charges of \$750 per month per DS-1 and \$7,500 per month per DS-3 for Voice Service traffic sent across such ports (determined on a monthly aggregate basis as provided below) (each a "DAL Min"). Taxes and fees payable under the Agreement for Voice Service do not contribute to any DAL Min. Minimum usage will be determined by Level 3 by totaling all contributing Voice Service usage charges for traffic sent by Customer across all of Customer's ports, and comparing that total to the sum of all usage minimums (per DS-1 and DS-3) as stated above. If total contributing usage is less than the total commitment, Customer will be billed and agrees to pay Level 3 a shortfall fee equal to the difference. Further, Level 3 reserves the right to monitor usage across each port and, if usage drops below 10,000 minutes of usage per month on a DS-1 or 150,000 minutes of use per month on a DS-3 for 2 consecutive months, Level 3 may give Customer 30 days written notice that the relevant DS-1/DS-3 will be disconnected by Level 3 and Customer will be responsible for any associated LEC termination liability.

4. General

4.1 Customer's Responsibility for End User ANI. Customer will be responsible for all usage generated by each end user ANI activated by Level 3 pursuant to a request by Customer until such ANI is presubscribed to another IXC or Customer requests that Voice Service be terminated. Customer may request Level 3 to block an ANI upon the end user's failure to pay Customer, subject to Customer's prior certification to Level 3 that it has given the end user any notice required by any applicable law, statute, rule or regulation. Customer will reimburse Level 3 for reasonable expenses incurred to block an ANI.

4.2 Customer's Responsibility for Traffic Forecast. Before issuing its first order for Voice Services and on a quarterly basis thereafter for as long as Customer continues to purchase Voice Services, Customer shall provide Level 3 with a rolling one-year forecast: a) for domestic Voice Service, specifying the number of minutes expected to be terminated or originated in various local access transport areas ("LATA(s)") and/or tandems, and b) for international Voice Service, the number of minutes expected to be terminated to each country for which Customer will seek Voice Service.