

SERVICE SCHEDULE
LEVEL 3[®] VOICE TERMINATION SERVICE
(Version Issue Date: August 16, 2012)

1. **Applicability.** This Service Schedule applies where Customer orders Level 3[®] Voice Termination Service ("VT Service") in the United States. Level 3[®] Voice Termination Service may be designated as (3)Voice[®] Termination 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.

"Call Delivery Information" means the variables in the signaling stream used to route, rate and calculate jurisdiction for a given VT call.

"International" means anywhere outside of the 48 contiguous United States.

"PSTN" is the Public Switched Telephone Network.

"Short Duration Call" means a call that is less than or equal to 6 seconds in duration as measured in Conversation Minutes (as defined below).

"U.S. Domestic" means the continental United States, not including Alaska and Hawaii.

3. **Service Description.** VT Service provides the delivery of voice traffic from the Customer premises to the PSTN. Customer must interconnect to the VT Service (at a Level 3 point of presence) through: i) a time division multiplexing ("TDM") interface (using SS7 signaling or ISDN PRI's) and/or ii) subject to the requirements of Section 6 below, a dedicated Internet connection (using SIP signaling). Traffic delivered in a format not supported by Level 3 or 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. Calls not supported by Level 3 under this Service Schedule include: 976, 911, 900, 888, 877, 866, 800, and 700 calls, as well as Directory Assistance and Operator Service. All International dial codes will be established by Level 3.

4. **Billing and Rates.**

(A) Customer will be billed at Level 3's then current VT Service usage rates for voice traffic. Usage charges are based on the actual usage of VT Service, 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 International rates, International discounts and International billing increments 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:

Terminating Destination	Initial Billing Increment (seconds)	Additional Billing Increments (seconds)
U.S. Domestic	6	6
International (excluding Mexico)	30	6
Mexico	60	60

(C) Level 3 shall determine call jurisdiction for billing and rating purposes based on the Call Delivery Information accompanying calls delivered by Customer to Level 3 and the destination digits (dialed NPA-NXX-XXXX), or if such Call Delivery Information is not available, Level 3 will use a default telephone number to determine call jurisdiction. If the jurisdiction of more than 10% (which percentage is subject to change on 30 days prior written notice by Level 3) of Customer's traffic in a given billing cycle cannot be determined using the Call Delivery Information, all traffic exceeding such percentage will be billed at intrastate rates.

(D) If Customer reasonably disputes any Service charges, then Customer shall notify Level 3 in writing of the disputed charge(s) and provide supporting documentation of such dispute within 90 days from the applicable invoice date, including the type of dispute (i.e. rates, classification of minutes of use ("MOU") and the dispute amount per dispute type). If the dispute is a rate dispute, Customer's documentation must include the disputed country, the dispute time period, the billed rate (and the correct rate according to Customer's records) and the number of minutes and dollars in dispute for each country. Customer shall not blend rates if multiple rates apply in a given month. If the dispute is an MOU dispute, Customer's documentation must include the type of MOU dispute, the dispute time period, and the number of minutes and dollars in dispute for each country (along with a diskette, CD-Rom, or other mutually agreed method, which provides a call-by-call detail of the disputed calls/MOUs (including Customer's call detail records ("CDRs") from its switch versus Level 3's CDRs showing all unmatched calls)). Disputes not containing the forgoing information will be denied. If Level 3

determines that a dispute is valid, Level 3 will credit Customer's account in an amount equal to the dispute amount determined to be valid. In the event the parties cannot mutually resolve a dispute within 30 calendar days of receipt of Customer's written notice of the dispute, all disputed amounts together with applicable late fees shall become due and payable, and both parties shall retain available legal remedies (as limited by the Agreement).

(E) **Short Duration Call Surcharge.** If 10% or more of Customer's completed calls are equal to or less than 6 seconds in length during any billing cycle, then Level 3 may bill and Customer shall pay Level 3 a \$0.015 charge per Short Duration Call. This charge will be in addition to Customer's VT Service per minute usage rates. Alternatively, Level 3 may terminate Customer's VT Service and disconnect all IP or TDM connections on 30 days prior written notice.

5. **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.

6. **Dedicated Internet Interconnections and Minimum Usage Commitments.** The following usage commitments are in addition to, and not in lieu of, any minimum commitments made under the Agreement:

(A) All dedicated Internet interconnections must be procured through Level 3 or a Level 3 peering partner. Delivery of traffic via a dedicated Internet interconnection is subject to Customer successfully completing interoperability testing with Level 3 using the Customer voice application(s). Customer will notify Level 3 and agree to conduct additional interoperability testing prior to Customer's implementing any software or call flow upgrade, enhancement or modification thereto as respects the delivery of VT traffic. All special configurations are subject to Level 3's prior written approval. Level 3 may terminate (without liability) VT Service where proper interoperability testing has not been completed.

(B) Where Customer is using a TDM interface to interconnect to Level 3, Customer's dedicated ports (as stated in the applicable Customer Order(s)) must have minimum usage charges of \$750 per month per DS-1 and \$7,500 per month per DS-3 for VT traffic sent across such ports (determined on a monthly aggregate basis as provided below). Taxes, fees and surcharges payable under the Agreement shall not contribute. Minimum usage will be determined by Level 3 by totaling all contributing VT usage charges for traffic sent by Customer across all of Customer's TDM interfaces, 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, Level 3 may bill and Customer shall pay Level 3 a shortfall fee equal to the difference. Further, Level 3 reserves the right to monitor usage across each TDM interface 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 two (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.

Where a Customer is using an IP interface to interconnect to the Level 3 Network, Customer acknowledges and agrees to minimum usage per month of 1,500 minutes per SIP Session allocated by Level 3 ("Monthly Minimum IP Interface Usage"). Level 3 reserves the right to monitor usage across each IP interface and, if Customer's monthly usage drops below the Monthly Minimum IP Interface Usage for two (2) consecutive months, Level 3 may either charge a shortfall fee of \$25 per under utilized SIP Session or give Customer 15 days written notice ("Notice Period") that the relevant SIP sessions will be disconnected by Level 3 immediately following the Notice Period.

7. **Restrictions for Postalized Rates.** Where the Customer Order for VT Service provides rates for the Service, Service is provided for Customer's internal, non-call center use only (the "Conforming Use"). Notwithstanding anything in the Agreement to the contrary, Customer shall not without the express written consent of Level 3 (i) use the Service for resale purposes, (ii) use any Service 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 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. 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, (ii) Customer is using the Service for resale or call center purposes, Level 3 will 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. If Customer does not comply with Level 3's notice to adjust its usage or does not consent to the subsequent rate adjustment, Level 3 shall have the right to immediately terminate the Agreement and Customer shall remain liable for all usage charges incurred prior to such termination.