

The following Complete Voice Hosted Voice Supplemental Terms and Conditions (“**Hosted Voice T&Cs**”) are in addition to and supplement the terms and conditions set forth in the Agreement for Service or Master Service Agreement and applicable Customer Experience Guide between Windstream and Customer dated concurrently herewith (“**Agreement**”). By its use of the Services, Customer agrees to amend and/or supplement the Agreement as set forth herein. For purposes of the Hosted Voice T&Cs, “WIN” means the Windstream affiliate billing Customer that is/are certified to provide the Service(s) in the applicable state(s). Except to the extent set forth herein, or in any other agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement shall remain in full force and effect. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in the Hosted Voice T&Cs, the Agreement, and any other agreement executed between the parties, the terms of the Hosted Voice T&Cs shall prevail.

1. **Complete Hosted Voice Service.** The Complete Hosted Voice solution (“**Service**”) is a network- based voice service offering that allows Customers to replace system, including but not limited to, Key, PBX or other hosted systems with voice and other integrated system services. The Service shall be supported under customer premise equipment owned and maintained by WIN, which may include routers, IAD’s, switches and/or universal power supply (the “**Equipment**”). WIN will provide the underlying Hosted Voice services during the Service Term including configuration, installation, testing, initial customer training and maintenance. WIN will review support of other equipment on an individual case basis. In the event that Customer desires to retain control over its switching device(s) currently deployed within its network, Customer may “bring your own switch” upon the prior approval by WIN and execution of the Bring Your Own Switch Disclosure and Notice. In no event shall WIN be responsible for managing any Equipment longer than the time period for which the manufacturer of that device supports the hardware and software on that device. Customer shall reimburse WIN, on a time and materials basis, for the entire cost to repair and/or replace Equipment in the event of (a) misuse, (b) failure to exercise reasonable care, (c) altering original configuration, (d) damage, (e) theft, (f) disaster and (g) Customer caused service impairments.
2. **IP Phones.** Only Phones provided by WIN will be permitted to connect to the underlying Service. Customer may order IP Phones from WIN under the Purchase Option Plan or Managed Phone Option Plan (collectively, “**Option Plan**”).
  - (i) **Purchase Option Plan.** Customers may purchase IP Phones from WIN and will be charged (i) an NRC, (ii) a monthly maintenance fee per IP Phone during the Service Term for hardware and software maintenance, upgrades, and IP Phone support. Upon termination of the Service, Customer shall own and retain title to the IP Phones.
  - (ii) **Managed Phone Option Plan.** WIN will charge Customer (i) a monthly recurring charge per IP Phone during the Service Term, and (ii) a monthly maintenance fee per IP Phone during the Service Term for hardware and software maintenance, upgrades and IP Phone support. At the expiration of the Service Term, Customer may, at its option (a) renew on a month-to-month basis until either Party terminates the Service(s) as set forth in the Agreement, (b) purchase the IP Phones at Fair Market Value, or (c) terminate the Service and return the phones to WIN. “**Fair Market Value**” shall be based on the Service Term agreed to between the parties and calculated as follows: IP Phone Sale Price x Residual %.
- a. WIN shall provide testing and upgrading of the firmware on devices during the Service Term or Warranty Period, as defined below, whichever is greater. WIN reserves the right to discontinue support of any IP Phone should the manufacturer render the device “End of Life” or “End of Sale” or discontinued. Customer acknowledges and understands that Service performance may vary based on the infrastructure of the Customer’s LAN. WIN may change the service delivery method and Equipment to improve the quality of the service(s) provided.
- b. **Warranty Replacement Policy.** WIN warrants that, during the Service Term, or such period as the Service is provided by WIN (“Warranty Period”), the IP Phone(s) will be free from defects in materials and workmanship, software or firmware failure, under normal use and, and will substantially conform to the Documentation. During the Warranty Period, WIN, at its sole option and expense, (i) may make reasonable efforts to correct defects in the IP Phone(s), or (ii) may replace the defective IP Phone(s) and provide a replacement device to Customer. WIN’s liability hereunder shall be to replace or make reasonable efforts to take corrective action with regard to the defective IP Phone(s). The remedy stated in this section shall be WIN’s entire obligation and Customer’s sole and exclusive remedy with respect to any defects of the IP Phone(s) and shall be in lieu of any other remedy available to Customer. Replacement covers both hardware and software support, and any power supplies that are external to the device. Customer shall not receive replacement of any IP Phone if the IP Phone has been (a) altered, modified or enhanced, (b) subjected to misuse or negligence, improper storage, exposure to moisture, (c) unusual physical, mechanical or defects in appearance or structural items, or (d) used, adjusted, installed or operated other

than in accordance with the Hosted Voice T&Cs, the Agreement and the Documentation. Customer shall reimburse WIN, on a time and materials basis, for the entire cost to repair and/or replace the IP Phone(s) in the event of misuse, failure to exercise reasonable care, altering original configuration, damage, theft or disaster.

- c. **Replacement Options.** Customer may obtain a replacement device for IP Phones not covered under the Replacement Warranty Policy as follows:
- (i) Managed Option Plan: Customer shall return the defective device to WIN and will be charged, in addition to the MRC, a fee equal to seventy five percent (75%) MRC multiplied by number of months remaining in the Service Term ("Replacement Fee").
  - (ii) Purchase Option Plan: Customer will be required to purchase a new phone to replace the defective device.
- d. **Upgrade.** Customer may upgrade IP Phone(s) at any time during the Service Term by accessing the online portal at [www.windstreamonline.com](http://www.windstreamonline.com) or by contacting Customer Care at 1-800-600-5050.
- (i) Managed Option Plan: Customer shall return the device to WIN and will be charged, in addition to the Replacement Fee, a new MRC based on the upgraded device. Customer may purchase the device that is being upgraded by contacting Customer Care at **1-800-600-5050** and will be charged a fee in an amount equal to the MRC for the purchased device multiplied by the number of months remaining in the Service Term.
  - (ii) Purchase Option Plan: Customer will be required to purchase a new phone at WIN's current price.
- e. **Downgrade:** Customer may downgrade IP Phone(s) at any time during the Service Term by accessing the online portal at [www.windstreamonline.com](http://www.windstreamonline.com) or by contacting Customer Care at 1-800-600-5050.
- (i) Managed Option Plan: Customer will be charged, in addition to the MRC for the device downgrade, an amount equal to the MRC for the device originally deployed multiplied by the number of months remaining in the Service Term. For downgrades only, Customer may either keep the existing device, or return it to WIN.
  - (ii) Purchase Option Plan: Customer will be required to purchase a new phone at WIN's current price.

If Customer is outside of the Service Term, then Customer is required to purchase a new phone, and the terms above are void.

IP Phones, or parts, returned to WIN must be delivered, prepaid and packaged appropriately for safe shipment, to WIN Warehouse, 1801 Hillyer Robinson Parkway, Suite C, Anniston, AL 36207. Customer shall bear responsibility for loss or damage during the shipping process. Replacement phones or parts may be new or reconditioned and will be delivered to Customer within twenty four (24) business hours of receipt of the required payment.

3. **Termination.** Notwithstanding anything contained in the Agreement to the contrary, WIN reserves the right to terminate the Service by providing Customer not less than one hundred and twenty (120) days prior written notice thereof in the event of a determination by WIN that the rules, regulations or policies of the Federal Communications Commission, state public utility commission or similar regulatory body, or any applicable federal, state or local governmental agency or entity render the Service to be unlawful, unprofitable, impractical or undesirable. In the event that Customer cancels the Service following its execution of the Agreement by Customer but prior to the Service Commencement Date, or terminates the Service prior to the end of the Service Term (or if WIN terminates the Agreement as a result of a material default by the Customer), Customer shall be charged an Early Termination Fee as provided in the Agreement.
4. **VoIP 911 Disclosure.** The Complete Hosted Voice solution is configured by WIN to support a static environment. As with any telephone and/or data technology, there are certain circumstances under which 911 or VoIP 911 emergency services may not function properly. THE FCC REQUIRES THAT WIN INFORM THE CUSTOMER OF POTENTIAL LIMITATIONS TO 911 OR VoIP 911 EMERGENCY SERVICES. 911 AND/OR VoIP SERVICES WILL NOT BE

AVAILABLE OR FUNCTION IS IF (i) THE TELEPHONE DEVICE TO WHICH A PARTICULAR TELEPHONE NUMBER HAS BEEN ASSIGNED IS MOVED TO A LOCATION OUTSIDE THE PREMISES WHERE THE TELEPHONE DEVICE WAS ORIGINALLY INSTALLED; (ii) THERE IS A LOSS OF ELECTRICAL POWER TO THE TELEPHONE AND/OR TO EQUIPMENT NECESSARY TO MAINTAIN YOUR BROADBAND CONNECTION. Customer acknowledges that it has received, has read and understands the VoIP 911 Disclosure attached hereto as Schedule A, and has provided an executed copy of same to WIN. Services will not be delivered unless and until WIN receives an executed copy of the VoIP 911 Disclosure. If the IP Phone is relocated outside of the location that it was originally installed, or used in conjunction with the Remote Worker package, Customer shall immediately update its location within the myLink portal or by contacting Customer Care at 1-800-239-3000. Customer will also notify anyone that may use the IP Phone of the possibility that they may be unable to access 911/ VoIP 911 service. For your convenience, we have included stickers to be affixed on or near the IP Phone to alert users of any possible service limitations. "**Remote Worker**" is defined as a static user that may register its phone at a location that is not serviced by a WIN circuit or access methodology. Customer further acknowledges that use of the services as a Remote Worker will be in compliance with the guidelines and policies established from time to time by WIN.

5. **Bring Your Own Broadband Disclosure and Notice.** In the event that Customer shall use the IP Phones (i) in combination with any service not provided by WIN but provided by the Customer or the Customer's vendor, (ii) with any other software and/or services provided by the Customer, or any other source other than by WIN, which may be installed to integrate with the Service, including but not limited to broadband access, voice services (local, long distance, toll free, etc.) or any IP Solution (Internet access, VoIP telephone systems and services, call distribution and recording services, (iii) with any other service platform that is not connected to an WIN provided access facility, or (iv) any WIN provided equipment used in combination with any broadband Internet connection not provided by WIN, Customer agrees that it has read, understands and will abide by the terms and conditions set forth in the Bring Your Own Broadband Disclosure and Notice attached hereto as Schedule B.
6. Customer shall use the Service in compliance with, and subject to, all applicable government codes, ordinances, laws, rules and regulations, applicable tariff, and the Acceptable Use Policy, and any additional documentation corresponding to the Service, which can be found on <https://www.windstreamenterprise.com/legal/> and shall secure, prior to the delivery of the Service, and maintain in full force and effect during the applicable Service Term, any and all necessary approvals, consents, licenses, permits, franchises, or similar approvals which are necessary or required to be obtained by the Customer in connection with the Customer Equipment.
7. WIN reserves the right to terminate the Service(s) in accordance with the terms and conditions of the Agreement immediately and without advance notice if WIN, in its sole discretion, believes that the above restrictions on use have been violated.
8. Customer acknowledges that it has received, has read and understands the VoIP 911 Disclosure and has provided an executed copy of same to WIN.
9. Customer acknowledges that it has received, has read and understands the BYOB Disclosure and Notice and has provided an executed copy of same to WIN.

### **Windstream VoIP 911 Disclosure**

Windstream and its affiliates (collectively, “WIN”) are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

#### **Loss of 911 services due to power failure or Internet connection failure:**

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

#### **To ensure that 911 calls are properly routed:**

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.



# COMPLETE VOICE HOSTED VOICE SUPPLEMENTAL TERMS & CONDITIONS

- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address: WIN customers should contact the WIN Business Center at 1-800-600-5050, EarthLink customers should contact EarthLink Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647).** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

### To Report a Change to Your Service Location:

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Legacy EarthLink Customers - Contact EarthLink Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1-855-759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers – Contact your Account Manager directly or use 1-866-791-6277.

### Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Account number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**COMPLETE VOICE HOSTED VOICE  
SUPPLEMENTAL TERMS &  
CONDITIONS**

SCHEDULE B

On or prior to the date of this Bring Your Own Broadband Disclosure and Notice (“**BYOB Notice**”), effective as of the date last set forth below, Windstream and the Customer identified below, have entered into an Agreement for Service or Master Service Agreement relating to Customer’s purchase of voice, data and/or Internet services from Windstream (“**Agreement**”). The parties agree to amend and/or supplement the Agreement as set forth herein. For purposes of this BYOB Notice, “WIN” means the Windstream affiliate billing Customer that is/are certified to provide the Service(s) in the applicable state(s). Except to the extent set forth herein, or in any other agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement shall remain in full force and effect. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this BYOB Notice, the Agreement, and any other agreement executed between the parties, the terms of this BYOB Notice shall prevail.

The WIN Bring Your Own Broadband feature (“**BYOB**”) allows business customers to use their cable modem, DSL modem, or other broadband Internet connection to make and receive Voice over IP (VoIP) phone calls. In the event that Customer shall use any services provided by WIN (“**Service**”) (i) in combination with any service not provided by WIN but provided by the Customer or the Customer’s vendor, (ii) with any other software and/or services provided by the Customer, or any other source other than by WIN, which may be installed to integrate with the Service, including but not limited to broadband access, voice services (local, long distance, toll free, etc.) or any IP Solution (Internet access, VoIP telephone systems and services, call distribution and recording services (collectively referred to as “**Customer Equipment**”), (iii) with any other service platform that is not connected to an WIN provided access facility, or (iv) any WIN provided equipment used in combination with any broadband Internet connection not provided by WIN, Customer agrees as follows:

1. WIN will not be liable or responsible for any integration, installation, testing, troubleshooting, repair, support or maintenance regarding any Customer Equipment used in connection with the Service.
2. Customer understands that it may experience quality of service issues or degradation in Service resulting from the Customer Equipment. The Service Level Agreement will not be applicable to any Service provided to Customer used in combination with the Customer Equipment.
3. Customer shall use the Service in compliance with, and subject to, all applicable government codes, ordinances, laws, rules and regulations, applicable tariff, and the Acceptable Use Policy, and any additional documentation corresponding to the Service, which can be found on [www.windstreamenterprise.com/legal/](http://www.windstreamenterprise.com/legal/) and shall secure, prior to the delivery of the Service, and maintain in full force and effect during the applicable Service Term, any and all necessary approvals, consents, licenses, permits, franchises, or similar approvals which are necessary or required to be obtained by the Customer in connection with the Customer Equipment.
4. WIN reserves the right to terminate the Service(s) in accordance with the terms and conditions of the Agreement immediately and without advance notice if WIN, in its sole discretion, believes that the above restrictions on use have been violated.
5. Customer acknowledges that it has received, has read and understands the VoIP 911 Disclosure and has provided an executed copy of same to WIN.

**I acknowledge that I have received, read and understand this Bring Your Own Broadband Disclosure and Notice. I represent that I am an authorized representative of the company identified below to execute this Notice on behalf of such company.**

Entity Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Confidential

Rev Date: October 2019

All Rights Reserved



**COMPLETE VOICE HOSTED VOICE  
SUPPLEMENTAL TERMS &  
CONDITIONS**

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Title: \_\_\_\_\_

Date: \_\_\_\_\_