

UCaaS Proposal

<<INSERT PRICING PROPOSAL>>

* IMPORTANT IMPLEMENTATION INFORMATION:

Implementation includes Installation, Programming, Configuration, Project Management, Training and Travel Expenses. Further details will be provided in the Scope of Work (SOW) document.

If AMORTIZED Option is Selected:

If, for any reason, changes are made to the Term of the UCaaS services, the total amount of the outstanding Implementation MRCs are due in a single lump sum payment, unless otherwise negotiated between parties.

If UP-FRONT/NON-RECURRING Option is Selected:

Unless an addendum provides otherwise, twenty-five percent (25%) of the Non-Recurring Implementation Charges shall be paid within thirty (30) days of the Schedule Effective Date. The remaining seventy-five percent (75%) shall be invoiced upon completion of the first location or phase of the project and is due within thirty (30) days of the invoice date.

TERMS & CONDITIONS

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions and the Unified Communications as a Service ("UCaaS") Schedule ("Schedule") attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions and Schedule.

Customer

By:

Name:

Title:

Date:

Windstream

By:

Name:

Title:

Date:



Unified Communications as a Service Terms and Conditions Schedule

In addition to the Windstream Service Terms and Conditions and Network Proposal (collectively the "Agreement") between Windstream and Customer, of which this Schedule is a part, Customer agrees that the following terms and conditions also apply to the UCaaS Rental Equipment ("Equipment") and Maintenance services ("Maintenance") (for convenience, Equipment and Maintenance will be referred to herein collectively as "Services") provided to Customer by Windstream. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. In the event of a conflict between the terms of the Agreement and this Schedule, this Schedule shall control with respect to UCaaS Equipment and Maintenance only. The parties agree as follows:

1. **SERVICES; BILLING AND PAYMENT.** Customer will be billed in accordance with the Proposal to which this Terms and Conditions Schedule is attached, and is responsible for paying for all charges that apply to the Services ordered on the Proposal or used on a per-use basis by Customer, including items such as features, installation, labor or other items specified on the Proposal. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Schedule or Proposal. Windstream will bill Customer monthly for the Services, commencing at such time as Customer has accepted the Services as being satisfactory and in compliance with all specifications and operational (the "Acceptance Date"). All bills are due and payable upon receipt. Charges for Services provided under this Schedule will be contained in the invoice issued by Windstream, will be listed separately from other charges, and will be identified as being assessed by a Windstream affiliate authorized to provide the Services.

Unless an addendum provides otherwise, twenty-five percent (25%) of all non-recurring charges, if applicable, shall be paid by Customer on the Effective Date. The remaining seventy-five percent (75%) of the non-recurring charges shall be invoiced upon completion of the first location or phase of the project and paid within thirty (30) days of the invoice date.

Windstream agrees to provide Customer with the Services as described more fully in the SOW and Equipment Listing, which are each attached hereto and are hereby incorporated by reference.

Services will be billed based upon the counting methodology for the various features / licenses used as show in the below tables:

Subscriptions that are tracked/billed based on count of provisioned stations

UCaaS Subscriptions	Tracking Methodology	Unit of Measure
Analog	Monthly Average Daily Peak	Provisioned Stations
IPT Basic	Monthly Average Daily Peak	Provisioned Stations
IPT Basic + VM	Monthly Average Daily Peak	Provisioned Stations
One-X Attendant	Monthly Average Daily Peak	Provisioned Stations
Core	Monthly Average Daily Peak	Provisioned Stations
Power	Monthly Average Daily Peak	Provisioned Stations

CCaaS Subscriptions	Tracking Methodology	Unit of Measure
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Subscriptions that are tracked/billed based on concurrent usage

CCaaS Subscriptions	Tracking Methodology	Unit of Measure
xCaaS Agent Suite	Monthly Average Daily Peak	Concurrent Logged in Contact Center Elite Agents
xCaaS Agent Suite + Softphone	Monthly Average Daily Peak	Concurrent Logged in Contact Center Elite Agents
OneX Agent Road Warrior	Monthly Average Daily Peak	Concurrent Logged in OneX Agent
Aura Media Server DSP - CC (for 3rd Party Call Recording)	Monthly Average Daily Peak	Concurrent Logged in Contact Center Elite Agents
Telstrat Call Recording	Monthly Average Daily Peak	Concurrent Logged in Contact Center Elite Agents
Telstrat Quality Assurance	Monthly Average Daily Peak	Concurrent Logged in Contact Center Elite Agents
Telstrat Screen Capture	Monthly Average Daily Peak	Concurrent Logged in Contact Center Elite Agents
Telstrat Speech Analytics	Monthly Average Daily Peak	Concurrent Logged in Contact Center Elite Agents
Telstrat Desktop Analytics	Monthly Average Daily Peak	Concurrent Logged in Contact Center Elite Agents

Subscriptions/Rentals that are tracked/billed based on contracted quantities (including change orders)

UCaaS Subscriptions	Billing Methodology	Unit of Measure
Teleopti Workforce Managed Advanced	Contract Quantity	Contract Quantity
Teleopti WFM Payroll Integration	Contract Quantity	Contract Quantity
Teleopti Performance Manager	Contract Quantity	Contract Quantity
Teleopti WFM Training Planner	Contract Quantity	Contract Quantity
Teleopti WFM Competence Manager	Contract Quantity	Contract Quantity
Teleopti WFM Outbound	Contract Quantity	Contract Quantity
All CPE Equipment (Phones/Gateways/Switches)	Contract Quantity	Contract Quantity
PoE Switch Managed LAN/WAN	Contract Quantity	Contract Quantity
Managed Re-Use	Contract Quantity	Contract Quantity
Call Recording/Screen Capture/Speech Analytics Cache Storage	Contract Quantity, with provision for Windstream to increase if needed to prevent data loss	Contract Quantity, with provision for Windstream to increase if needed to prevent

		data loss
Mass Archive Storage	Contract Quantity, with provision for Windstream to increase if needed to prevent data loss	Contract Quantity, with provision for Windstream to increase if needed to prevent data loss
UCaaS/CCaaS/Eco-System Hosting	Contract Rate (within +/- 10% in original contract user count)	Contract Rate (within +/- 10% in original contract user count)
Swampfox AEP Application MRC	Contract Quantity	Contract Quantity
Swampfox AEP Port	Contract Quantity	Contract Quantity
Mutare Message Mirroring Subscription	Monthly Average Daily Peak	Provisioned Users
Mutare EVM4 Subscription	Monthly Average Daily Peak	Provisioned Users
RSI Call Accounting	Monthly Average Daily Peak	Provisioned Stations
Amortization of Professional Services	Contract Quantity, with provision for recovery of all one-time costs if early contract termination	Contract Quantity, with provision for recovery of all one-time costs if early contract termination

2. **MONTHLY SUBSCRIPTION MOVES, ADDITIONS AND DELETIONS.** Customer may move, reallocate or re-assign any licenses from one of its locations to another of its locations specified herein at no additional charge, including without limitation any relocation of licenses as the result of an office closing. Customer may decrease the number and user allocation of license bundles to which it has subscribed at any time during the course of the Term without penalty as long as such decrease equates to no more than ten percent (10%) of the total number of license bundles originally specified in the Proposal, and the early termination fees in Section 6 of this Schedule shall not apply to the delta between the original number of licenses and the number of licenses after such decrease. Customer may add user licenses for the Services to which it has subscribed at any time during the course of the Term, at the same per unit prices set forth in this Proposal, so long as such increase equates to no more than ten percent (10%) of the total number of license bundles originally specified in the Proposal. Any changes that require Windstream to provide on-site assistance are subject to labor charges as specified in Section 17 of this Schedule.

3. **BUSINESS DOWNTURN.** At any time after the first year of the Term, Windstream agrees that it will reduce the MRC for Services if and to the extent that Customer's usage decreases as a result of a material downturn in the Customer's business or the sale or consolidation of Customer's business units, which either or both events cause a significant reduction in Customer's need for the Services provided hereunder, as set forth in a letter of the Chief Executive Officer or Senior Vice President of Customer requesting such reduction. The total reduction to the MRC shall be based upon the percentage reduction in employees of Customer between the date hereof and the date of such letter request, provided, however, that such reduction shall in no event exceed ten percent (10%) of the original MRC. Customer may only invoke this clause one time during the Term. Notwithstanding anything herein to the contrary, reduction to the MRC must pass Windstream's profitability

standards, and shall not alter Customer's obligations to purchase Services for the Term in any other respect. Customer shall not be permitted to invoke this clause in the event that Customer has diverted or plans to divert any of its business to another provider of similar services.

4. **TERM AND AUTOMATIC RENEWAL.** This Schedule is effective on the date identified on the Proposal ("Effective Date") and will continue for the term set forth in the Proposal from the Acceptance Date until either terminated pursuant to the provisions below or replaced with a new Schedule (the "Term").

~~5. **TERMINATION.** PURPOSELY OMITTED~~

6. **EARLY TERMINATION CHARGES.** PURPOSELY OMITTED

7. **TITLE.** Windstream retains rights, title and interest in and to the Equipment rented to Customer pursuant to this Schedule.

8. **CONDITIONS OF PREMISES.** Customer warrants that the premises and conditions to be encountered by Windstream at the premises and in areas where work is to be performed shall: (i) be in compliance with all applicable laws, rules and regulations, (ii) be safe and non-hazardous, and (iii) not contain, present, or expose Windstream representatives to hazardous materials or substances. Customer agrees, at its sole expense, to maintain a suitable environment in which the Equipment can operate, including but not limited to, the necessary space to accommodate the Equipment and the necessary power, heating and cooling, humidity and dust control as required by manufacturer specifications.

9. **DELIVERY.** Windstream shall use commercially reasonable efforts to begin Equipment delivery prior to the scheduled installation date. If Windstream is unable to complete delivery and installation within sixty (60) days of Windstream's circuits being installed and tested clean at each location, and solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THE SERVICES PROVIDED UNDER THIS SCHEDULE WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND WINDSTREAM SHALL ACCEPT THE RETURN FROM CUSTOMER OF ALL RENTED EQUIPMENT.

If Customer is unable or unwilling to schedule or accept delivery or installation on the date Windstream tenders delivery or installation, Windstream shall have the right to initiate billing for the amounts due hereunder as of the date delivery was tendered.

10. **INSTALLATION AND CONFIGURATION.** If applicable, Windstream will provide installation and configuration services as described in the service order(s) to the Agreement.

11. **LIMITED WARRANTY.**

A. **EQUIPMENT.** All assignable manufacturers' warranties applicable to Equipment will be assigned to the Customer and will begin upon Customer's signature on the Certificate of Delivery and Acceptance. All Equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the Equipment. Any extended warranty available from the manufacturer of such Equipment may be made available to the Customer.

B. **MAINTENANCE.** All Maintenance performed by Windstream is described in the SOW and is warranted to be free of defects under normal use ("Defects") for ninety (90) days from the date such Maintenance is provided. Remedy for any Defects is limited to re-performance. Windstream shall be relieved of all obligations and liability if Customer fails to provide notice of the Defect to Windstream within thirty (30) days after the Defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Maintenance may be brought by the Customer more than one (1) year after the cause of action or same accrues.

C. **NO OTHER WARRANTIES.** THE WARRANTIES SET FORTH ABOVE, INCLUDING ANY TIME PERIOD BY WHICH THE WARRANTIES ARE EXTENDED BY AN EXTENDED WARRANTY PLAN, ARE EXCLUSIVE OF, IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, GUARANTEES, REMEDIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE WARRANTIES ARE ONLY EFFECTIVE UPON CUSTOMER'S PAYMENT IN FULL OF

ALL SUMS DUE TO WINDSTREAM PURSUANT TO THE SCHEDULE AND CANNOT BE EXTENDED, ALTERED, OR VOIDED, EXCEPT BY A WRITTEN SCHEDULE SIGNED BY AN AUTHORIZED DESIGNEE OF WINDSTREAM AND CUSTOMER.

12. USE OF EQUIPMENT. Customer agrees that this Schedule shall not grant Customer any property rights in any of the Equipment. Customer shall use the Equipment solely in the conduct of its business, in a manner and for the use contemplated by the manufacturer thereof. Windstream shall be entitled to inspect the Equipment at reasonable times. Windstream may require markings to be affixed to the Equipment. Customer shall keep the Equipment free from any markings or labeling which might be interpreted as a claim of ownership thereof by Customer. Without the prior written consent of Windstream, Customer shall not assign, lend, pledge, transfer, or sublease the Equipment, permit to exist any security interest, lien or encumbrance with respect to any of the Equipment; or cause or permit any of the Equipment to be moved from the location specified in the Statement of Work. Customer shall bear the risk of any loss, theft, damage or destruction to the Equipment during the Term. Customer shall obtain and maintain at its own expense insurance against the loss of, or damage to, the Equipment, including, without limitation, loss by fire or other casualty. A certificate of insurance shall be provided to Windstream upon request. Customer acknowledges that Windstream may lease the Equipment from, or pledge any or all of its rights in the Equipment to, any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Equipment, including releasing the Equipment to Lessor upon written request. Customer hereby irrevocably authorizes Windstream and/or Lessor to file and record such Uniform Commercial Code financing statement(s), amendments and continuations and/or other lien recordation documents as may be prudent to confirm and maintain Windstream's and/or Lessor's interest in the Products.

13. END USER LICENSE AGREEMENT. If Customer's Services include third party software, Customer agrees to comply with the terms of any applicable end user license agreement posted at such third party's website prior to using the relevant Services.

14. UNAUTHORIZED USE OF SERVICES. Except as provided herein, Customer, and not Windstream, shall bear the risk of loss arising from any unauthorized or fraudulent usage of the Services provided by Windstream to Customer. Windstream reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations. Notwithstanding the foregoing, Customer shall not be liable for unauthorized or fraudulent usage to the extent that (i) Customer has previously notified Windstream of the problem in writing; (ii) the problem was within Windstream's reasonable ability to correct or prevent, and (iii) Windstream negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage.

15. MAINTENANCE SERVICES. Windstream may provide routine diagnostic and maintenance services on the Equipment, as follows:

A. MAINTENANCE TERMS - COMPLETE:

- a. Equipment shall be defined as On-Site Windstream managed and provided telephones and telephone phone parts only.
- b. Windstream shall inspect the Equipment on an annual basis and provide such maintenance as it determines necessary to keep the Equipment operating in good working order, ordinary wear and tear expected. Maintenance shall include the labor required to maintain, repair or replace parts which have become defective through normal wear and usage. Unless otherwise noted herein or in any document incorporated by reference, Maintenance does not cover the cost to replace Terminals.
- c. Maintenance Service includes upgrading software versions, as necessary during the life of the contract term.
- d. Maintenance Services may be provided by a Windstream affiliate or subcontractor selected by Windstream at its sole discretion.
- e. Windstream shall provide support for Customer's Equipment both remotely and on-site, 24 hours a day, 7 days a week, including Holidays.

B. REMOTE MONITORING:

- a. Equipment covered by this Schedule will be monitored 24x7, 365 days a year by a Windstream representative. Windstream will respond to issues identified from remote monitoring within two (2) hours after receiving the notification. Windstream will provide commercially reasonable efforts to resolve the Equipment malfunction remotely and will dispatch a Windstream representative on-site to resolve the

malfunction, if required. Should said dispatch result in time and material charges to Customer, Windstream will notify Customer prior to dispatch to request approval.

b. Should Customer request Windstream to perform changes to the Equipment, Windstream reserves the right to fulfill the request remotely when possible. Should Windstream perform the task remotely, Customer will be billed for the time and material unless the request is determined to be the result of Equipment failure. All on-site requests for technical assistance with programming or technical changes will also be handled on a time and materials basis and will be billable.

c. Windstream shall not be liable for inability to provide remote monitoring should Customer not provide Windstream access to Equipment, including, but not limited to, (i) Customer's failure to provide valid password(s), (ii) Customer not maintaining network access to Equipment, or (iii) Customer not maintaining additional parts/equipment required to access its network.

C. SYSTEM FAILURE AND RESPONSE TIMES:

a. Windstream provides guaranteed response times to Customer for major and minor malfunctions. Windstream shall use commercially reasonable efforts to respond to major malfunctions originating in the Equipment within four (4) hours after receiving notice of such malfunction from Customer or of becoming aware of such malfunction. For minor malfunctions, Windstream shall use its commercially reasonable efforts to respond to malfunctions originating in the Equipment within one (1) business day after notice thereof. Business day is defined as Monday through Friday, 8 a.m. to 5 p.m. of Customer's applicable local time zone and excludes holidays observed by Windstream ("Holidays"). This time shall be defined only if necessary in a customer billable event and will be used for Time and Material rates as defined under Section 17.

b. Malfunction levels are defined as below:

i. Major – System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks, failure of the attendant console, and/or voicemail.

ii. Minor – All other failures not defined as a Major failure.

c. Guaranteed response times commence at the time that Customer reports a problem to Windstream.

d. Response times referenced in this section apply specifically to malfunctions of the Equipment. Any malfunctions deemed to be caused by network connectivity to the Equipment, where such connectivity is provided by another service provider are outside of the scope of this Schedule.

D. PARTS.

a. Windstream shall furnish all Equipment as outlined in the documents incorporated by reference in the quote. All telephones will be shipped within 48 hours. Repair and/or replacement parts will be offered to Customer in new or like new condition and will be the functional equivalent of the new or defective part being replaced.

b. Windstream shall not be obligated to replace Equipment damaged by:

i. Fire, explosion, power irregularities, power surges or acts of God (including, but not limited to, earthquakes, rain, floods or lightning);

ii. Customer's failure to follow applicable operations, maintenance or environmental requirements described in any of the manufacturer's manuals or product bulletins;

iii. Mishandling, abuse, misuses or damage to the Equipment by Customer or any other party not authorized by Windstream.

E. If persons other than those employed or contracted by Windstream shall repair, modify or perform any maintenance service on any Equipment, or if Customer fails to maintain the Equipment in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further Maintenance by Windstream are required to restore the Equipment to good operating condition or the Equipment needs to be replaced, such further Maintenance or replacement Equipment charges shall be billed to Customer at Windstream's time and materials rates in 17 (c) below. Customer must notify Windstream in the event that Customer re-locates the Equipment to any Service location other than the Service location where the Equipment was initially installed. Windstream has the right to terminate the Agreement and this Schedule for cause if Customer relocates any Equipment to another location or facility that is not a Service location under the Statement of Work and which is outside of the Windstream serving area. Notwithstanding the foregoing, at Customer's request Windstream will use commercially reasonable efforts to provide services to Customer at such other location or facility.

16. RETURN POLICY.

- A. **DURING CONTRACT TERM.** When Customer is required to return any Equipment to Windstream for warranty service, Customer agrees to obtain Windstream's concurrence prior to returning any Equipment for repair or replacement and must reference any return material authorization number ("RMA") issued by Windstream on documentation accompanying such returned Equipment. Customer further agrees to ship such Equipment prepaid and suitably packaged to a location designated by Windstream. Windstream will return to the Customer any repaired or replaced Equipment at Windstream's expense. Windstream is responsible for loss of, or damage to, the Equipment while it is a) in Windstream's possession or b) in transit back to Customer. The replacement Equipment may not be new, but will be in working order and equivalent to the Equipment exchanged as determined in good faith by Windstream. Customer agrees to ensure that any returned Equipment is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Equipment are genuine and unaltered.
- B. **AT END OF TERM.** Customer shall be solely responsible for the return of Equipment to Windstream, upon expiration or termination of the Agreement or this Schedule, in good repair, condition and working order, ordinary wear and tear excepted, at the location(s) within the continental United States specified by Windstream. Customer shall remain obligated to fulfill the remainder of the applicable Agreement notwithstanding the early termination of this Schedule.

17. WINDSTREAM SERVICES. – Moves, Adds Changes & Project Based Work

- A. Should Customer require Windstream to perform MACD (Moves, Adds and Changes) not covered under the standard system maintenance, Windstream will apply the below Time and Materials Charges to perform that work. Windstream will advise Customer of any charges prior to commencing and completing that work with a Time and Material Cost Estimate. Customer can provide Windstream a list of authorized personnel who can request and authorize that work. Customer also acknowledges that Time and Material Costs quotes issued by Windstream are Estimates – Windstream will invoice and Customer agrees to pay Windstream for all actual Time and Materials incurred to perform the request work. (Examples of MACDs include Provide guidance relative to technical consulting, implementation of new features, phone system or voice mail administration, call center vectoring, agent and user configuration changes, button programming, addition or deletion of features/users, and simple administration of applications of Avaya enterprise products)
- B. From time to time, Customer may request Windstream to perform work that is "project based" – under this scenario Windstream will provide Customer with a Scope of Work and price to complete. Examples of Project Based work include, but are not limited to, implementing a new location.
- C. Windstream's ability to install the Equipment and/or complete any MACD ordered by Customer may depend upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer.
- D. Upon completion of any MACD performed by Windstream, Customer has until 5pm of Customer's applicable local time zone on the second (2nd) Business Day thereafter in order to re-open the same MACD request and not incur additional charges.
- E. **Services Rates and Minimum Increments.** For any remote or dispatch MACD performed by Windstream during Normal Business Hours, Customer acknowledges and agrees to pay Windstream at the following rates and increments. For any MACD Service performed outside Normal Business Hours, Customer agrees to pay Windstream 1.5 times the current Windstream hourly rate listed above.
- F. Items that are included as part of the UCaaS support that would not be billed as a separate Time and Material Charge include Software updates associated with Windstream's UCaaS infrastructure, Bug Fixes, Patches, Service Packs, or any regular updates from the manufacturer in support of existing SW to fix known problems. "In Release" software updates – AKA "dot releases" or "minor releases" (going from 5.1 to 5.2 of SW will be applied if necessary as part of resolving a trouble ticket), One (1) major software update is included over a 3 year term, ensuring the customer maintains an N-1 release level where N is the current SW release.

Type	Hourly Rate	Minimum	Increment
Voice Technician – Remote	\$110.00	1 Hour	15 Minutes
Voice Technician – Dispatch	\$110.00	1 Hour	30 Minutes
Data Engineer – Remote	\$150.00	1 Hour	15 Minutes
Data Engineer – Dispatch	\$150.00	1 Hour	30 inutes

G. For any MACD Service performed outside Normal Business Hours, Customer agrees to pay Windstream 1.5 times the current Windstream hourly rate listed above.

H. **TIME AND MATERIALS.** Customer acknowledges that all Time and Material cost quotes issued by Windstream are estimates. Windstream will invoice and Customer agrees to pay Windstream for all actual time and materials incurred to install the Equipment.

18. **INSIDE CABLING.** Customer acknowledges and agrees that Windstream shall utilize Customer's existing cables and jacks unless both parties otherwise agree. If Windstream is required to perform work on Customer's existing cables and jacks in order to accommodate the Equipment ordered by Customer, Customer agrees to pay Windstream on a commercially reasonable time and material basis based on the rates listed above after notifying Customer and obtaining Customer's permission.

19. **NETWORK ASSESSMENT.** Windstream recommends that Customer obtain a Network assessment prior to deploying any VoIP equipment. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that Windstream is expressly not liable for any voice quality issues if Customer failed to have performed a Network assessment from a qualified provider.

20. **REMOTE USERS SUPPORT.** Customer agrees that Windstream will support all off net, home or "road warrior" VoIP access to voice customer premise equipment on a time and materials basis based on the rates listed above due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. Windstream simply warrants to use commercially reasonable efforts to accommodate Customer on such circumstances.

21. **CUSTOMER PROVIDED DEVICES.** Customer agrees that it shall not add any equipment or devices to its Windstream-provided systems, other than the Equipment provided hereunder, without the prior written consent of Windstream, which consent may be withheld in the reasonable discretion of Windstream. Windstream shall have no obligation to support such devices or any system design not installed and implemented by Windstream. Windstream reserves the right to determine what, if any, programming access Customer shall be provided to the phone system.

22. **THIRD-PARTY APPLICATIONS.** Customer agrees that it shall not add to or integrate into its Windstream-provided systems any 3rd party applications without the prior written consent of Windstream, which consent may be withheld in its reasonable discretion. Windstream shall have no obligation to support such applications or any system design not installed and implemented by Windstream. Additionally, Customer acknowledges that support of any agreed upon 3rd party applications may require Customer to maintain a separate support plan with such 3rd party vendor. Customer agrees that Windstream shall not be liable for inability to provide Services in those instances where escalation to a 3rd party vendor is required to address an issue, and Customer failed to maintain a support plan with the applicable 3rd party vendor.