

WINDSTREAM ENTERPRISE

OfficeSuite UC® Terms and Conditions Schedule

In addition to the Service Agreement between WIN and Customer, including any document incorporated by reference therein (collectively the “Agreement”), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the OfficeSuite UC® service (the “Service”) provided to Customer by WIN. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

1. **Customer Obligations.** The following obligations apply to provision of the Service:

- (a) In the event that Customer provides its own LAN switches in conjunction with the OfficeSuite phones and equipment Customer must provide a fully switched 100 Mb/s Ethernet LAN or better without hubs, with CAT5 wiring or better throughout, and provide LAN ports and 115 v receptacles for all phones and customer premises equipment (“CPE”). Each computer must have a network interface controller (“NIC”) card installed, and Customer must supply and install a NIC card if missing. WIN does not support Customer’s computers or local area network (“LAN”) unless contracted separately via Professional Services Agreement. Further, WIN does not connect computers and/or switches to the CPE nor configure computers to work on a network.
- (b) The port capacity of the switch must accommodate Customer’s LAN, as well as the handsets provided as part of the Service that are to be connected and any other devices running on this LAN segment, including servers, printers, standalone computers, etc.
- (c) If necessary, WIN will make commercially reasonable efforts to have the CPE installed at a specific location at the site (i.e. the demarc location). However, cross-connect(s) between WIN and Customer’s cross-connect block is not included. Any additional inside wiring required at the time of installation will be billable at a rate of \$75 per thirty (30) minute increment(s) with a one (1) hour minimum, plus the cost of materials.
- (d) If Customer orders a Power over Ethernet (“PoE”) switch, configuration of Customer’s virtual LAN by WIN will constitute professional services separate from this Schedule and a separate order must be made pursuant to the Agreement. Note that WIN-provided Ethernet switches include PoE.
- (e) When ordering a switch (es) with OfficeSuite, upon Customer request, WIN will provide two (2) VLANs per switch (es) with the following configurations: (i) one (1) VLAN for data (typically VLAN 1), and (ii) one (1) VLAN for voice (VLAN 150). Any other configuration is the responsibility of the Customer or can be provided by WIN via a separate professional services agreement. (Not all switches apply)

2. **Wi-Fi Adapter Requirements.** Customer must have an existing Wi-Fi network with sufficient available bandwidth. Appropriate routing or DHCP/IP addressing must be in place from the wireless network either to the Internet (if Customer is providing access) or to the main voice LAN of the WIN router (if WIN is providing the access pursuant to the Agreement). Customer must have one or more LANs that share a single Internet connection at each location. No more than ten (10) adapters per wireless network are allowed. Customer must provide WIN with its SSID and password. Additionally:

- (a) Maximum wireless signal rates are derived from IEEE standard 802.11 specifications.
- (b) Actual data throughput will vary.
- (c) Network conditions and environmental factors, including volume of network traffic, building materials and constructions, and network overhead, may lower actual data throughput rates and may affect voice quality.
- (d) Wi-Fi Adapter service is not available in medical facilities, schools or emergency services (such as police, fire or ambulance).

3. **Contact Center Services.** Call recordings made as part of the Contact Center Services are available for a rolling thirty (30) day period. Customer receives the first five (5) hour block of storage free and will be billed monthly at \$10 per GB of capacity used to store call recordings. Call recordings for Extension Call Recording are also available for a rolling thirty (30) day period. Customer will receive the first 1GB of storage for Extension Call recordings free, and will then be billed monthly at \$10 per GB of capacity used to store call recordings. Thirty (30) days after the Service and/or Agreement has terminated, or Customer’s subscription for OfficeSuite UC Contact Center Services is cancelled, WIN is under no obligation to store Customer’s recording data.

4. Sale of OfficeSuite UC Services is contingent upon Customer subscribing to WIN’s local, regional, long distance services for a minimum quantity of One (1) Seat and subscribing to these services throughout the full service term. In addition to any other remedies available pursuant to the Agreement, WIN reserves the right to charge Customer an additional price per minute for excessive or unreasonable use of WIN’s long distances services.

5. OfficeSuite® calling plans include packages of local, regional and nationwide calling, as well as calls to Canada, Puerto Rico and the U.S. Virgin Islands. Calls in excess of 150,000 minutes per site per month shall be charged an overage rate in accordance with the rates noted on the Agreement. International calls will be charged at a per minute rate per WIN’s standard international rates located at:
<http://www.tariffs.net/windstream/> .

6. **For OfficeSuite UC® SMS Messaging only.** OfficeSuite UC® SMS Messaging Service (“SMS Messaging”) is limited to peer to peer (P2P) services only and cannot be used for application to person (A2P) services. If WIN determines Customer is using the SMS Messaging Service for A2P Services, WIN reserves the right to immediately terminate the SMS Messaging Service.

7. **Handsets.** The following applies to handsets provided by WIN as part of the Service:

- (a) Repair and Replacement Coverage. WIN-owned handsets that are provided as part of the Service include repair and replacement coverage for the duration of the Term. Handsets purchased by the Customer from WIN include repair and replacement coverage for one (1) year from the start of

the Term. WIN's obligation to repair or replace defective handsets is conditioned upon: (i) Customer returning the handsets to WIN, and (ii) the handsets not being damaged beyond reasonable wear and tear, or through fault of the Customer.

- (b) **Restocking Fee** (for WIN-owned handsets only). A fee will be assessed on each WIN-owned handset provided as part of the Service ("Restocking Fee") that is returned prior to expiration of the Term for any reason other than as part of the repair and replacement coverage outlined in subsection (a) above in accordance with the following schedule:

| Months Remaining in Term | Restocking Fee Per Phone |
|------------------------------|--------------------------|
| More than twelve (12) months | \$149 |
| Twelve (12) months or less | \$99 |

If returned handsets are accompanied by a Term renewal, the following Restocking Fee schedule will apply:

| Months Remaining in Term | Restocking Fee Per Phone |
|---------------------------------------|--------------------------|
| More than eighteen (18) months | \$149 |
| Eighteen (18) to thirteen (13) months | \$99 |
| Twelve (12) to four (4) months | \$49 |
| Three (3) months or less | \$0 |

Customer will not be charged for standard shipping and return shipping for replaced handsets. In the event Customer has returned any handsets prior to the expiration of the Term and WIN provides replacement handsets, Customer shall be responsible for installation. Any dispatch for installation of replacement phones by WIN is subject to additional charges.

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.

8. **Training.** WIN will make the following training available to Customer at the rates outlined below:

- (a) **On-boarding Training for new OfficeSuite UC Customers:** Each location of ten (10) or more users will receive on-boarding training delivered free of charge via webinar and audio bridge for Administrators and End Users of the system. Smaller sites may join the training sessions for larger sites or participate in free general training sessions available at www.windstreamenterprise.com. Additional training may be purchased at a rate of \$99 per session.

9. **Support.** Customer's Tenant Administrator is provided with sixty (60) days of support via the toll-free support line 888-623-VOIP (8647) at no additional charge. After this sixty (60) day support period, any calls into the support line for functions that can be performed by the Tenant Administrator via the OfficeSuite UC® portal will be billed \$40 for the first thirty (30) minutes plus \$25 per fifteen (15) minute period thereafter.
10. **Termination.** Upon termination of the Service and/or Agreement, Customer agrees to relinquish any IP addresses or address blocks assigned to Customer by WIN. Any additional fax, toll free, and or HD Meeting services provided in conjunction with the Service will also be terminated unless Customer requests that those services continue at the then-current retail rates.
11. **Service Level Agreement ("SLA").** WIN's SLA objective for OfficeSuite UC and OfficeSuite UC Call Center is 99.99% availability to eligible customers, subject to the following terms and conditions. This SLA covers all WIN-managed: (i) services; (ii) hardware, CPE, and software platforms/systems; and (iii) physical plant and "Core" infrastructure facilities. In the event WIN fails to meet this SLA for any given month, Customer may request a credit ("Outage Credit") of five percent (5%) of the applicable MRC for each calendar day in which an outage occurs ("Outage"). In the event recorded calls are unavailable during the thirty (30) day rolling period, as reported by Customer via Trouble Ticket and verified by WIN, Customer may request an Outage Credit of five percent (5%) of the of the applicable FMRC.

- (a) **Specific SLA Objectives.**

- i. **Port Availability** is a measurement of the total time that the Service is operative when measured over a thirty (30) day month (or seven hundred and twenty (720) hour) period (hereinafter "Month"). Service is considered inoperative when Customer cannot exchange IP Packets over the Service. Port Availability objective is 99.99%.
- ii. **Latency** is the average round-trip time, measured over a Month, required for an IP packet (100 bytes) to travel between "Core" IP POPs. The Latency objective on for the Service is for an average round trip time of forty-five (45) ms.
- iii. **Packet Delivery** is the successful delivery of packets between any two (2) Customer ports on WIN's network provided as part of the Service, measured by the percentage of one hundred (100) byte packets delivered at five (5) iterations of one hundred (100) trials, averaged over a Month. The Packet Delivery objective is 99%.

- iv. *Jitter* is a measurement of the standard deviation of Latency averaged over a Month, required for an IP packet (100 bytes) to travel between "Core" IP POP's. The Jitter objective is for standard deviation of Latency not to exceed fifteen (15) ms.
 - (b) Service Credits Exclusions. SLA calculations will not include any unavailability that Customer fails to report to WIN immediately upon a service outage by initiating a trouble ticket, or any unavailability resulting from: (i) scheduled or emergency WIN maintenance; (ii) failure of power, facilities, equipment, systems or connections not provided by WIN; (iii) acts or omissions of Customer, or any use or user of the Service authorized by Customer, including failure to comply with all installation requirements (such as environmental requirements for applicable equipment); (iv) reasons of force majeure as described in Agreement; (v) bandwidth saturation or other resource exhaustion or outage caused by malicious traffic such as viruses, worms, Trojan horses, DDoS attacks, etc.; (vi) suspension of Service due to non-payment or breach of Agreement by Customer; (vii) Customer attempts to alter or manipulate QoS policies, routing or signaling protocols, or other parameters necessary to the Service; or (viii) shared circuits, such as DSL or Cable TV circuits.
 - (c) Customer's request must be issued within thirty (30) calendar days of the Outage, and any Outage Credit shall be credited on Customer's next monthly invoice. Customer's failure to report an Outage within thirty (30) calendar days of the Outage shall be deemed a waiver of its right to an Outage Credit for that period of interruption. In no event shall WIN's liability for Outage Credit(s) exceed one hundred percent (100%) of the affected MRC(s), or in the case of OfficeSuite UC[®] Contact Center services, one hundred percent (100%) of the affected FMRC(s). Customer's exclusive remedy for failure to achieve any of the SLA objectives contained herein shall be Outage Credits on Customer's monthly invoice. This SLA applies only to the Service covered by this Schedule; Outage Credits are not available pursuant to this Section 9 in the event service outages and interruptions impact other services provided by WIN.
12. WIN's obligations pursuant to this Schedule exclude provision of consumable supplies, repair or replacement of equipment, failures or malfunctions caused by Customer-provided equipment or by improper installation, operations, or maintenance by other than WIN authorized representatives, relocation or modification by Customer or others not under WIN's control, failure or interruption of Customer-provided broadband communications or electrical power, accident, fire, lightning, snow, ice, snow/ice removal, or other hazards beyond normal range of use, vandalism, trouble calls where no problem is found and the reported problem does not repeat within five (5) calendar days, or failures or malfunctions resulting from exposure of the equipment to conditions beyond its normal operating parameters. Any such failures and malfunctions will be repaired on a commercially reasonable effort basis by the underlying service provider. The fees for such dispatches will be passed through and are payable by Customer.