

**APPENDIX D-4 TO DIR CONTRACT NO. DIR-TEXAN-NG-CTSA-004  
MANAGED OFFICE ESSENTIALS SERVICE EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC on behalf of itself and its Affiliates ("CenturyLink") will provide Managed Office Essentials Service ("Managed Office Essentials" or "Service") under the terms of the Agreement and this Service Exhibit.

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"Demarcation Point" is: (a) the physical interface between the CenturyLink domestic network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink domestic network to Customer's telecommunications equipment.

"Estimated Availability Date" means CenturyLink's target date for the delivery of that Service. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default.

"EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.

"Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC Services: Hosted VoIP, SIP Trunk, Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access services that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the public switched telephone network ("PSTN") or another carrier's IP network.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"Soft Phone" means software for an IP enabled device that allows Customer's End Users to use the Service to make and receive calls on the device.

"Start of Service Date" means the date Customer accepts the Service. Customer will have five days from CenturyLink's ready notification to test the Service. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the Service, Service will be considered to have been accepted, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of Service errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that Service is ready.

**2. Service.** Service bundles CenturyLink monitoring and network management with a package of specific transport and customer premises equipment. Service includes: (a) network connections (a Local Access connection and a Port), (b) customer premises equipment (rental), (c) VoIP phone service, and (d) limited optional features. Customer must order Service on a per seat basis. Each Customer location has a minimum seat requirement (depending on bandwidth). Service includes Customer support that is available on a 24x7, 365 day basis. Managed Office Essentials does not include the provisioning of, or the management of, any service or component that is not specified as part of the Service. CenturyLink will not provide management of a handset if the handset is moved to a location other than the Customer location identified in the Pricing Attachment. Service is subject to availability.

**2.1 Transport.** "Transport" means a Local Access connection and an Internet Port, Private Port, or Enhanced Port ("Ports") with Quality of Service (QoS) to the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink. Internet Ports provide public Internet connectivity, Private Ports provide WAN connectivity between Customer sites, and Enhanced Ports provide the functionality of both an Internet Port and a Private Port. "Local Access" provides the physical connection between the Service Address and the CenturyLink Domestic Network. The Local Access "Service Address" is the business building where Customer receives the Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Local Access includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink unless stated otherwise in the Pricing Attachment. Customer is responsible for any additional terminations beyond the Demarcation Point. Construction charges apply if the Local Access provider notifies CenturyLink that special construction is required to provide Service or other activities that may cause CenturyLink to incur expenses for provisioning the Service. If CenturyLink notifies Customer that construction is required to provision a Service order and Customer does not approve the construction, Customer may cancel that order before the Start of Service Date with no Cancellation Charges. Customer may experience delayed installation intervals due to construction requirements. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. Neither Customer nor any End Users will own or route IP addresses. Upon termination of Service, Customer's access to the IP addresses will cease. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**(a) ELA and Special Access.** Ethernet Local Access ("ELA") is available as Native Premier Identical at 3, 5, 7, 9, or 10–100 Mbps (in 10 Mbps increments) unless stated otherwise in the Pricing Attachment. "Native Premier Identical" is a layer 2, switched, native service using the highest grade metro Ethernet offering from the local access provider and may be used to support QoS for real time traffic. "Special Access" is Local Access that uses digital signal bandwidths DS1, 2xDs1, 3xDs1, and 4xDs1, Ancillary charges may apply. CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service. CenturyLink will consider the ancillary service request canceled upon Customer disapproval. Types of ELA and Special Access include "CenturyLink Provided Access" or "CLPA," which means either On-Net Access or Leased Access.

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**(i) On-Net Access.** "On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. "CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

**(ii) Leased Access.** "Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink.

**2.2 Network Management.** Network management includes 24x7x365 remote performance monitoring, reporting, and ticketing via an online portal for devices supported by CenturyLink, total customer agency, and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules, and Internet security protocol ("IPSec"). Customer may make change management requests via Control Center at <https://controlcenter.centurylink.com> or call Managed Office Essentials customer support. CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by network management reside. Customer must execute the attached Letter of Agency to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services. IPSec is only available on approved devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink pre-order approval. Network management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE.

**2.3 Approved CPE.** "Approved CPE" or "CPE" means pre-selected rental hardware/software/licenses listed on CenturyLink Approved Vendor CPE list. This will include Customer premises switches and routers, and IP enabled devices (e.g. handsets) designated by CenturyLink and specifically configured for Managed Office Essentials.

**(a) Delivery and Return.** CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made by personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Upon termination of Service, or when Customer replaces CPE with upgraded models, CenturyLink will reclaim or will allow Customer to keep terminated or replaced CPE at its own expense.

**(b) Ownership and Use.** Except as provided in the "Delivery and Return" section above. CPE is the personal property of CenturyLink, its designee or a third party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

**(c) Software.** Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**(d) Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted at [qwest.centurylink.com/legal/](http://qwest.centurylink.com/legal/) and are incorporated by reference and made a part of this Service Exhibit. Unless otherwise stated in the Service Exhibit, Approved CPE maintenance is provided under the Pro-MET® On-Site Premium Service, which is posted at [qwest.centurylink.com/legal/](http://qwest.centurylink.com/legal/) and is incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site; however, no change in the Detailed Descriptions shall reduce services or protections provided to Customer. Customer must inform CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

**(e) CPE Replacement Charge.** If Approved CPE is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description, Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model. Approved CPE may be set forth in a Rental CPE Rate Attachment.

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**2.4 Hosted VoIP.** Hosted VoIP is an Internet Protocol ("IP") application that provides real time, two-way voice capability in IP over a broadband connection. An administrator portal enables the Customer administrator, within the scope of the Service, to set up End Users and implement calling restrictions. Local calls, 8XX outbound calls, and On-Net Calls are included in the seat MRCs. The local calling service area for a seat number is based on the area code and prefix assigned to the seat and does not depend on Customer's physical location. CenturyLink will apply an additional charge for domestic 8XX inbound service and Off Net calls if Customer exceeds the waived minutes of use specified in the Pricing Attachment. International inbound 8XX calls are not provided or priced as an optional service, and Customer is responsible for obtaining such service pursuant to separate agreement(s) and separate charges. Optional features for inbound 8XX calls are available under the terms, conditions and pricing of the RSS and ISS. CenturyLink is required by the FCC to state in the Agreement that Customer is prohibited from using any toll free telephone number, or other telephone number advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Domestic long distance and domestic inbound toll free pricing for Managed Office Essentials is shown in the Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing table in the Pricing Attachment. IP Communicator and Mobile Soft Phone are software that allow Customer End Users to utilize the calling features of the Service on a Customer PC (IP Communicator) or a MAC or Android device (Mobile Soft Phone). Customer End Users must accept a EULA when downloading the IP Communicator or Mobile Soft Phone software. A charge applies for each IP Communicator and for each device where Mobile Soft Phone is installed. Customer may purchase optional features set forth in the Pricing Attachment for additional charges.

**3. Service Conditions.**

**3.1 Site Conditions.** Customer Environment must meet certain performance specifications designated by CenturyLink. Customer must ensure that its Customer Environment is fully prepared for the convergence of voice and data services, and will continue to meet specifications designated by CenturyLink during the Service Term. Customer is responsible for fully understanding how changes in its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, will affect voice quality and reliability of the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring any Transport or Approved CPE, or failures or malfunctions in the Customer Environment. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate the Service without liability for any Cancellation Charge.

**3.2 Access; Installation.** Customer must provide CenturyLink or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. If additional site visits are required, time and material charges may apply at the rates specified in Appendix C-1 to DIR Contract TEXAN-NG-CTSA-004. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises. Customer must provide all information and perform all actions reasonably requested by CenturyLink to facilitate installation of the Service. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform Managed Office Essentials support. Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by the Service cannot be reached. Customer's primary technical interface person must be available during any remote installation process.

**3.3 Off-Net Call Billing.** Off-Net Call charges will be quoted and charged in accordance with the Off-Net charges specified in Exhibit C-1 Pricing to Contract DIR-TEXAN-NG-CTSA-004.

**(a)** Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second minimum average time requirement ("MATR") per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month.

**(b)** Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**3.4 Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded

**3.5 Unsupported Calls.** Service does not support operator services, collect, third party billing or calling card calls. Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. Service does not support any outgoing calls from seats that are not associated with an IP handset or Soft Phone (i.e., from a Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. Service does not support remote shared call appearances ("Remote SCAs"). Customer is specifically instructed not to enable Remote SCAs on its IP devices used with the Service. Additional information regarding potential issues with Remote SCAs is found in the "911 Emergency Service" section.

**3.6 Area of Use.** Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer

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or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

**3.7 Use of Service at a Temporary Location.** Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in the 911 Emergency Service Attachment) at the time the request is accepted via the My 911 Location page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP handsets or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**3.8 Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

**3.9 Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit.

**3.10 Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the approved router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed; (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP stationary device (handset) or Soft Phone only.

**3.11 Local Number Portability.** If Customer is not utilizing a new number for Service, but rather is transferring an existing phone number, which currently is subscribed to a carrier other than CenturyLink for local, local toll and/or long distances telecommunications services ("Porting"), then Customer authorizes CenturyLink to process its order for Service and to notify Customer's local telephone company of Customer's decision to switch its local, local toll and long distance services to the Service. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. The Start of Service Date and commencement of billing will not depend on completion of Porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service. CenturyLink will deny a request to port a TN to a location that is not within the rate center where the Service will be used. Other limitations might also apply and can be addressed on an individual basis.

**3.12 Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Approved CPE, software, and Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance. Any information incidentally accessed by CenturyLink or one of its affiliates or third party vendors in performing duties outlined herein shall be treated pursuant to customer's data security policies in place at that time.

**3.13 Third Party Billed Services.** The Service does not support billing for third party services Customer will be responsible for payment of all such charges directly to the third party provider.

**3.14 Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the

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performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures. CenturyLink makes no warranties or representations that any Service will be free from loss or liability arising out of hacking or similar malicious activity by any third party.

**3.15 End User License Agreements.** To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with CenturyLink's Managed Office Essentials Service, the Service will permit 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in this Service Exhibit and the CenturyLink Hosted VoIP 911 advisory. The URL to access the CenturyLink Hosted VoIP 911 advisory is: <http://qwest.centurylink.com/legal/hostedvoip/911advisory.pdf>. That URL is also found on the Help screen in the CenturyLink Hosted VoIP end user portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

**3.16 Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property.

**4. 911 Emergency Service.** IMPORTANT 911 EMERGENCY SERVICE INFORMATION IS LOCATED IN ATTACHMENT 1 AND IS INCORPORATED BY REFERENCE INTO THIS SERVICE EXHIBIT. CUSTOMER MUST ACKNOWLEDGE AND INITIAL THE 911 EMERGENCY SERVICE SECTION IN ATTACHMENT 1. MANAGED OFFICE ESSENTIALS IS SUBJECT TO THE HOSTED VOIP 911 EMERGENCY SERVICE ACKNOWLEDGMENT.

**5. Term; Cancellation.**

**5.1 Term.** This Service Exhibit will be in effect on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement). The Service Term will begin on the Start of Service Date of the first Customer location and will continue for the Initial Service Term set forth in the Pricing Attachment ("Initial Service Term"). Upon expiration of the Initial Service Term, Service will renew on a one-year basis ("Renewal Term") unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. "Service Term" means Initial Service Term and each Renewal Term. The "Minimum Seat Term" for a seat is 12 months. Additional seats will be coterminous with the current Service Term, subject to the 12 month Minimum Seat Term.

**5.2 Cancellation.** If some or all Service is canceled by Customer for convenience or by CenturyLink for Cause before the expiration of the applicable Service Term such that the number of seats is 25% less than the original number of seats, Customer will pay to CenturyLink the following Cancellation Charges: (a) the amount of any NRC/installation charges that CenturyLink discounted or waived for the canceled Service; (b) 50% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Seat Term; (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the applicable Service Term; and (d) any third party charges incurred by CenturyLink in connection with the cancellation. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation. If Customer cancels an order after notification of an Estimated Availability Date but before the Start of Service Date, Customer will pay a \$500 ELA or a \$150 Special Access cancellation fee and any Customer-approved construction charges. Customer understands and agrees that unless Service is completely canceled, the minimum seat requirements for each location will still apply.

**6. Moves.** Customer may move seats to another Customer location if at least 12 months remain in the Service Term. Customer will be charged any third party charges incurred by CenturyLink in connection with the move. Customer must submit notice to CenturyLink at least 30 days before the requested move date. When Customer requests that CenturyLink move ELA or Special Access to a different Service Address that is not within the same Customer serving wire center as the existing service, such move will be deemed a disconnect of the current local loop to which a charge applies and a new install of a new ELA or Special Access.

**7. Charges.** Charges for the Service are set forth in the attached pricing attachment and are in accordance with Appendix C-1 of DIR Contract TEXAN-NG-CTSA-004. Charges will commence within five days of the Start of Service Date. Service will remain taxed based on the PPU locations where Customer uses Service, and not on a temporary CenturyLink-Approved 911 Location.

**8. AUP.** All use of the Services will comply with the AUP, posted at <http://qwest.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

**9. SLA.** Service is subject to the SLA in Attachment D-1 to Exhibit D to the DIR Contract No. DIR-TEX-AN-NG-CTSA-004

**10. E-Mail Notification/Updates.** Customer agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any change to its e-mail address.

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911 EMERGENCY SERVICE ACKNOWLEDGMENT

ATTACHMENT 1

1. 911 Emergency Service.



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**1.1 Required Federal Communications Commission (“FCC”) Warning.** The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Hosted VoIP Service and bundles or packages that include Hosted VoIP Service, such as Managed Office Essentials. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP seats that are not associated to a stationary IP enabled device (e.g. from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or “PSAP”) under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer’s e-mail address of record. “911 Update Interval” is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer’s data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); (f) while maintenance work is being performed; or (g) if Customer’s area does not have 911 emergency service. Additionally, CenturyLink does not support Remote SCAs on IP devices used with the Service. If a Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote SCA, not to the 911 location in San Francisco.

**1.2 Additional Information Regarding the Limitations of 911 Services.** When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the CenturyLink-Approved 911 Location. The 911 emergency service provided is Enhanced 911 emergency service in that the calling party number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that calling party number. End User’s CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.

**CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

**1.3 No Privacy Rights.** Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

**1.4 Customer Must Notify End Users of 911 Limits.** Customer will notify all End Users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Hosted VoIP, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. Customer should direct its End Users to the following URL to review these 911 Emergency Service limitations: <http://qwest.centurylink.com/legal/hostedvoip/911advisory.pdf>.

**1.5 Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.

**1.6 Acknowledgement of 911 Limitations.** By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink’s electronic signature process for this Acknowledgment is acceptable.

**PRINT CUSTOMER COMPANY NAME:**

**PRINT CUSTOMER REPRESENTATIVE’S NAME:**

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**APPENDIX D-4 TO DIR CONTRACT NO. DIR-TEXAN-NG-CTSA-004  
MANAGED OFFICE ESSENTIALS SERVICE EXHIBIT**

**CUSTOMER REPRESENTATIVE'S INITIALS:**

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**APPENDIX D-4 TO DIR CONTRACT NO. DIR-TEXAN-NG-CTSA-004  
MANAGED OFFICE ESSENTIALS SERVICE EXHIBIT**

**LIMITED LETTER OF AGENCY  
between  
("Customer")  
and**

**CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Services. Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Managed Office Essentials Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

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Customer Company Name

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date