

Amendment 32
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verizon

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Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
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August 18, 2008

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 367**
Ref. Docket UT-051247

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 32 and Amended and Restated Amendment 32 to the telecommunications services agreement MCI Communications Services, Inc. and Verizon telephone operating companies, including Verizon Northwest Inc. The footer notwithstanding, the companies are not requesting confidential treatment of this document. Also, for the Commission's information, Verizon Northwest Inc. has not been receiving servings under this Amendment.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,



Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 32 and Amended and Restated Amendment 32 to the telecommunications services agreement MCI Communications Services, Inc. and Verizon telephone operating companies, including Verizon Northwest Inc.

Richard E Potter Date: 8.18.08

Richard E. Potter
Director
Verizon Northwest Inc.

**AMENDMENT 32
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION, INC.
AND
MCI COMMUNICATIONS SERVICES, INC.**

This Amendment No. 32 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI Communications Services, Inc. d/b/a Verizon Business Services, a Delaware corporation, with offices at 6929 N. Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider"), and Verizon Services Organization Inc., a Delaware Corporation, with offices at One Verizon Way, Basking Ridge, NJ 07920 ("Customer") shall be effective on the date set forth below.

1. EFFECTIVE DATE

This Amendment No. 32 shall be effective upon full execution by both parties.

2. AGREEMENT MODIFICATION

2.1 REPLACE Section 46 entitled "Hosted IP Centrex ("HIPC") Service" in its entirety with the Section 46 entitled "VoIP Services" described in Attachment 1.

2.2 REPLACE Section 47 entitled "VoIP Services" in its entirety with the Section 47 entitled "Hosted IP Centrex Services" described in Attachment 1.

3. SCOPE OF AMENDMENT

This Amendment 32 substitutes and replaces the terms and conditions relative to VoIP Services (including terms and conditions relative to E-911 Service) and Hosted IP Centrex (HIPC) Services as described in Amendment 27.

Until new HIPC Service as described in this Amendment 32 is fully implemented (i.e., "ICP-HIPC Service"), the existing non-ICP-HIPC rates (as described in Amendment 27) will apply to Customer's existing site(s). As existing non-ICP-HIPC sites are migrated to new ICP-HIPC sites, they will be subject to this Amendment 32. Following full implementation, this Amendment 32 will apply to all sites.

4. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including any Amendments hereto, shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment No. 32 as of the date set forth above.

**MCI COMMUNICATIONS
SERVICES, INC.**

Brent Hampton
Signature

Brent Hampton
Print Name

Dir., Wholesale Contract Mgmt.
Title

4-3-08
Date

**VERIZON SERVICES
ORGANIZATION, INC.**

Louis S. Olenok
Signature

Louis S. Olenok
Print Name

SPL
Title

4-7-08
Date

46. VOICE OVER IP SERVICE (VoIP Service)

46.1 Rates and Charges. Rates and charges specific to each VoIP Service type (for example, VoIP Hosted IP Centrex Service) are set forth in the Section addressing such Service. All rates and charges for VoIP Service are subject to change if VoIP Service is subjected to regulation by any State, or if Federal regulation of VoIP Service is expanded. Certain supplemental rates and charges applicable to all VoIP Service are set forth below.

46.1.1 **Network Application Fees.** Network application fees are charged for domain name, mail, new services, and other network applications. See the Network Application Fee Schedule at www.Providerbusiness.com/terms.

46.1.2 **Dispatch Charge.** Subject to change, Customer will pay a dispatch charge, which is currently \$265, for each occasion in which Provider dispatches a technician to make a Customer-requested change or adjustment in VoIP Service during the installation process.

46.1.3 **Billing Initiation.** Customer can arrange to port its numbers using LNP (Local Number Portability) at the same time VoIP service with BUNDLED pricing is made available for use, or delay LNP for up to 10 days afterwards. Billing for VoIP service with BUNDLED pricing will begin no later than the tenth (10th) day after the VoIP service is available for use.

46.1.4 **Outbound "Off-Net" International Calling.** U.S. VoIP-to-International PSTN calls are charged at the rates set forth in the Guide.

46.1.5 **Optional Local Service Features.** The optional local service features are charged at the rates set forth in the Guide.

46.1.6 **Direct Inward Dial (DID) Service.** Customer may purchase DID service at the current rate of \$6.25 per month per block of 20 DID numbers plus an installation charge (currently \$5.00 per block of 20 DID numbers).

46.1.7 **On-Site Training Charge.** On-site training is available pursuant to a separate site services attachment at the rates set forth therein for on-site training.

46.1.8 **Equipment.** Optional equipment required for any VoIP Service ("CPE") is provided pursuant to a separate CPE Attachment.

46.2 Taxes and Governmental Charges. Taxes and Governmental Charges based on the location at which VoIP service is used – for example, 911 service fees (which may also be referred to by such names as "taxes" or "surcharges") – will be determined by the VoIP service location designated by the Customer for its end-users at the time VoIP Service is activated. At such time as Provider has the ability to bill Taxes and Governmental Charges for each telephone number based on the location at which VoIP Service is used in each individual month, then Taxes and Governmental Charges attributable to each telephone number during any particular month will be determined by the location designated by each end-user as its service location as of the Customer's monthly billing date.

46.3 Terms and Conditions.

46.3.1 **Business Application.** VoIP Service is offered only to commercial business customers.

46.3.2 **Equipment.** Optional CPE required for any VoIP Service is provided pursuant to the CPE Attachment.

46.3.3 Letter of Authorization. To the extent Customer's VoIP Service includes the provision of Provider's Local voice service and Customer implements PS/ALI, Customer will execute Provider's Letter of Authorization ("LOA") that lists affected telephone numbers (via range, if applicable) and the attendant street addresses. Provider will use the LOA to notify the appropriate Incumbent Local Exchange Carrier (ILEC) that Customer, not Provider, is now responsible for building, loading, and maintaining the location-specific ALI database for the CPNs associated with the BTNs

46.3.4 No Resale. VoIP Service is provided only to Customer. Resale by Customer of VoIP Service as a stand-alone service is prohibited. However, if Customer subscribes to a tiered pricing plan for VoIP Service, Customer may provide to and be compensated by end-users for VoIP-based services as a component of a larger service offering provided, for example, to a retirement home, campus-living facility, or hotel.

46.3.5 Customer Responsibilities. In addition to the other obligations of Customer contained herein and the Agreement, Customer will be responsible for the following obligations:

46.3.5.1 Customer-Obtained Facilities. Except as otherwise expressly stated herein or in another Provider Attachment, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP Phones, gateways and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Provider's network or otherwise for use in conjunction with VoIP Service ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Provider's requirements (including being certified for use with VoIP Service where applicable), and that they continue to be compatible with subsequent revision levels of Provider-provided equipment, software and services. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer uses its WAN to connect multiple remote sites through a single site ("hub" site) to the Provider VoIP network, Customer will be responsible for the quality of VoIP Service ("QOS") on its WAN. The demarcation for VoIP Service QOS will be the hub site. If Customer connects any Facilities to VoIP Service that Customer reasonably should know may not be compatible with VoIP Service, Customer is solely responsible for any effects that arise from that connection on VoIP Service, equipment or software of Provider, Customer, or any third party, and Customer waives any claims against Provider relating to the performance of VoIP Service.

46.3.5.2 Security. Use of VoIP Service, like other network-based services, carries certain security risks to the systems and networks of Customer, Provider and third parties including, but not limited to: misuse, unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures, including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all VoIP Service traffic, Facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with VoIP Service, whether owned by Customer, Provider or Provider's subcontractors. Customer agrees that Provider is not liable, in contract, tort, or on any other basis, for any loss resulting from any Occurrences or use of such VoIP Service traffic, Facilities, or other equipment, software, data and systems. Customer is responsible for all Security Measures, even if Customer uses a third party (or Provider) to configure and implement them.

46.3.6 Design Approval. Notwithstanding the inclusion of VoIP Service in this Section 46, availability of VoIP Service on a site-by-site basis is subject to having a site design reviewed and approved by Provider.

46.3.7 Service Disclaimer. Provider is not responsible for certain conditions or equipment that may affect VoIP Service, including, without limitation:

- Failure or poor performance of Customer's Domain Name Server ("DNS Server") and/or local area network ("LAN") upon which VoIP Service relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.
- Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications;
- VoIP Service is provided without any warranty whatsoever with respect to modems. Modems may not be used on VoIP Service except with Codec G.711 without silence suppression.
- Alarm lines (whether or not they use modems) are wholly unsupported on VoIP Service (with respect to both service and wiring, without limitation).
- Customer will be responsible for all inside wiring and special construction charges.

46.3.8 Geographic Coverage. VoIP Service is not available in Hawaii or Alaska and may not be available in other states or regions.

46.3.9 Restrictions.

46.3.9.1 Customer shall not (i) extend its VoIP Service to locations outside the U.S. without written permission from Provider; or (ii) modify the Provider-installed design and/or configuration without the previous written consent of Provider. Customer expressly acknowledges Provider may immediately suspend or terminate Customer's use of VoIP Service if Customer violates either of the foregoing restrictions.

46.3.9.2 At any given time, Customer may only place as many concurrent calls as it has purchased.

46.3.10 Call Origination Information. Customer acknowledges that Provider classifies local and long distance calls to determine appropriate rate allocation (i.e., local or interstate). Provider bases this classification on the information in Provider's systems identifying each call's originating location. As accurate information regarding the origination point of calls is necessary to make the appropriate rate allocation, it is a material condition of this Section 46 that Customer provides Provider with accurate information reflecting its calls' originating location. Customer therefore warrants that it will, at all times use, for each telephone station, a telephone number with an NPA-NXX code (i.e., the first six digits of a 10-digit number, representing the area code and exchange) that Provider has assigned to the rate center area in which that customer telephone station is located. Customer further warrants that it will not alter the originating location of any of its calls to reflect the NPA-NXX code associated with an intermediate point or some point other than where the call originated and will, upon request from Provider, provide Provider with supporting information to confirm the accuracy of the originating call information from all such calls. Customer hereby indemnifies Provider with respect to any third-party claims associated with Customer's failure to fulfill its obligations under this section.

46.3.11 Additional Terms and Conditions for BUNDLED Pricing Model. The BUNDLED pricing model is subject to the following additional terms and conditions.

46.3.11.1 Provider may interrupt BUNDLED Internet DSL or Internet Dedicated Services for scheduled or emergency maintenance or as otherwise set forth in the Agreement. Internet DSL local loop connections between Customer's location and Provider will be arranged by Provider, and are provided through a local exchange carrier. Customer authorizes Provider to act as its agent with respect to the ordering, installing, monitoring, testing, repairing, and performing all related activities regarding the local exchange carrier and the Internet DSL local loop connection. Internet DSL may be unavailable in any particular location, even after being ordered. Service availability and speed level cannot be determined until a technician visits the site and performs installation tests. If Internet DSL is not available (either entirely or at the speed level ordered) after being ordered, the order will be deemed canceled. If Internet DSL is available at a lower speed level, Customer may reorder the service at the new speed level. Once in service, Internet DSL may be interrupted as a result of various circumstances, including those involving the local exchange carrier, over which Provider may have limited control. In particular, the resolution of a local loop interruption may be delayed if local exchange carrier support is not available or effective.

46.3.11.2 VoIP Service Equipment

46.3.11.2.1 **General.** At all times, title to any equipment provided by Provider as part of VoIP Service ("VoIP Service Equipment") will remain with Provider. Customer shall (i) maintain the VoIP Service Equipment and any associated software, systems, cabling and facilities in accordance with the reasonable instructions of Provider as may be given from time to time; (ii) not modify, relocate, or in any way interfere with the VoIP Service Equipment unless expressly authorized by a representative of Provider to do so; and (iii) not cause the VoIP Service Equipment to be repaired, serviced, or otherwise accessed except by an authorized representative of Provider. Failure of Customer to permit Provider representatives entry, upon reasonable request, to Customer premises or service locations to repair or maintain VoIP Service or equipment will discharge Provider from its service obligation. Upon termination or expiration of this Agreement, Customer will return the VoIP Service Equipment to Provider at Provider's expense in the manner set forth in the Guide.

46.3.11.2.2 **Maintenance.** With respect to the VoIP Service Equipment only, Provider will provide the following maintenance services ("Maintenance Services"): (i) Use commercially reasonable efforts to isolate any problems with the VoIP Service Equipment that resides on Customer's site and send a technician to Customer's site if necessary; (ii) replacement of affected components if Provider, in its sole discretion, determines that any VoIP Service Equipment that resides on Customer's premise needs to be replaced; such component to be replaced with a component in good working order and of like kind and functionality from a manufacturer of Provider's choice at the time of replacement.

46.3.11.2.3 **Normal Use Limitation.** Maintenance Services only apply to problems arising out of the normal use of the VoIP Service Equipment and do not apply if the VoIP Service Equipment is damaged as a result of the negligence or willful misconduct of Customer. If repair and/or replacement is required because of damage caused by

Customer's negligence or willful misconduct, Customer will be charged time at a rate of \$125 per hour during normal business hours to repair the VoIP Service Equipment, and Customer will be charged the replacement cost of VoIP Service Equipment requiring replacement.

46.3.12 Service Level Agreement

46.3.12.1 Subject to Section 46.3.12.3 below, the Service Level Agreement ("SLA") for VoIP Service is set forth at www.Providerbusiness.com/terms. Provider reserves the right to amend SLAs from time to time, effective upon either posting of the revised SLA to that URL or providing other notice to Customer. These SLAs set forth Customer's sole remedies for any claim relating to VoIP Service (including the related Internet Dedicated or Internet DSL Office service), including any failure to meet the conditions set forth in these SLAs. Provider's records and data are the basis for all SLA calculations and determinations. Under these SLAs, the maximum amount of credit available to Customer for any calendar month shall not exceed the following: (a) for A LA CARTE pricing, the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated service under the Agreement; or (b) for BUNDLED pricing, the applicable base MRC and simultaneous calling capacity MRC that, absent the credit, would have been charged for the service using the BUNDLED pricing model under this Agreement.

46.3.12.2 **Limitations on VoIP Voice Quality SLA.** Provider's VoIP Voice Quality SLA applies only if an end-user is using VoIP Service via Provider's Internet Dedicated Service at a Customer location covered by Provider VoIP Service. However, Provider's VoIP Voice Quality SLA never applies to soft-phone use.

46.3.13 **Access to CPNI.** Customer's use of VoIP Service may enable access to Customer Proprietary Network Information ("CPNI"). As a condition of such access, Customer agrees:

- to the CPNI Protection Agreement or CPNI Access Authorization form;
- to designate in writing one or more Customer "Administrators" authorized to access CPNI and to identify end-users authorized to access CPNI either directly or via an online application such as the Integrated Communications Package (ICP), if applicable; and
- to cooperate with Provider's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized end-users.

46.4 **E-911 – Emergency Calling.** A provider of "interconnected VoIP service" is required by the Federal Communications Commission to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. "Interconnected VoIP service" means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user's location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN. 911 emergency calling service laws may also apply to Customer and it is solely Customer's responsibility to understand and comply with such laws.

46.4.1 **E-911 Routing.** Enhanced 911 calling ("E-911") enables end-users to access an appropriate public safety answering point ("PSAP") by dialing 911 with Automatic Number Identification (hereinafter referred to as "ANI") and Automatic Location Identification ("ALI") displayed at the PSAP. **The ANI may be the calling party number ("CPN") or the billing telephone number ("BTN") depending on Customer's configuration.** Pursuant to FCC requirements, Provider enables the routing of E-911 calls only in

locations where such 911 calling is available and only under the limited circumstances described below. The ability of an end-user to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer's access circuit or local gateway fails.

46.4.1.1 ANI/ALI. E-911 provided via any of the four types of Provider VoIP Service will pass ANI and the registered primary service address of that ANI as ALI. If VoIP Service is provided to a campus environment where all buildings have the same service address and rate center, then Customer acknowledges and agrees that when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.

46.4.1.2 Long Distance Service/Limitations on E-911. Long Distance Voice Service does not provide access to E-911 calling. Thus, to ensure proper E-911 access and support, Customer must obtain separate Local service when only Long Distance Voice Service is ordered from Provider (an option with IP Integrated Access, Hosted IP Centrex, and IP Trunking).

46.4.1.3 PS/ALI. If Customer requires delivery of location-specific ALI (such as floor and room number within a building) to the PSAP for TDM KSU systems, TDM PBX/KSU systems, IP PBX/KSU systems, or otherwise desires E-911 to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Location Identification (PS/ALI). Customer may obtain the software and support that enable PS/ALI from a third-party provider. Provider Business does not sell PS/ALI service. In all cases, VoIP Service can only support the delivery of the caller's station level phone number to a PSAP when such telephone numbers are ported to Provider during the initial provisioning process or are numbers assigned by Provider. Before Provider will support Customer's use of PS/ALI, Customer must execute Provider's LOA (see Section 46.3.3). Once PS/ALI is implemented, Provider will continue to send 911 calls to the PSAP; however, Customer and not Provider will be entirely responsible for the content of the information delivered in ALI to the PSAP.

Whether Customer purchases VoIP Service in a single-site tenant or hotel-type facility, or in a geographically-distributed multi-site environment using a TDM PBX/KSU, Customer is responsible for complying with all applicable emergency 911 laws. The latter may include state or local laws that require it (as owner of the TDM PBX/KSU) to implement PS/ALI to ensure required E-911 support for multiple user configurations to enable station-specific 911 ANI and ALI display.

Further, if Customer purchases VoIP service for a geographically-distributed multi-site environment and has remote locations that are outside the Local service footprint covered by VoIP Service, or Customer chooses not to purchase Local service with its VoIP Service at certain remote locations, Customer agrees that it is responsible for obtaining separate Local service at each such location to the extent it desires or is required to provide E-911. However, if Customer purchases VoIP Service for a geographically-distributed multi-site environment and purchases Local and Long Distance service from Provider for those locations within the Local service footprint covered by VoIP Service, an end-user situated at a remote location with such Local service dialing 911 will be routed to the appropriate PSAP based on the primary service address of the calling ANI at the remote location.

46.4.1.4 Indemnity. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD PROVIDER HARMLESS FROM ANY CLAIMS OR CAUSES OF ACTION ARISING FROM THE NON-IMPLEMENTATION OF PS/ALI AND/OR ENABLING

OF STATION LEVEL 911 SERVICE, OR THE FAILURE OF PS/ALI OR STATION LEVEL 911 SERVICE IF ENABLED.

46.4.1.5 **Other Access Limitations.** Common events that can limit access to E-911 via VoIP Service include but are not limited to:

- **Loss of Electric Service.** VoIP Service will be interrupted if there is a loss of electric service. Customers are urged to implement a battery backup system for VoIP Service.
- **Loss of Broadband Service.** VoIP Service will be interrupted if the attendant broadband connection is not available.
- **Failure of Equipment.** The malfunction or failure of equipment, software or hardware necessary for end-to-end Internet functionality (e.g., routers, IP phones, analog gateways, etc.) can limit access to E-911.
- **Failure to Register New Location of Equipment.** For IP Flexible T1, IP Integrated Access, and IP Trunking VoIP services, Provider is able to provide access to E-911 only at the end-user's registered primary service location. For these VoIP service types, if a VoIP phone is used at a location other than at the end-user's registered primary service location, E-911 will not be available. For Hosted IP Centrex service, mobility is supported for the end-user's IP phone or soft-phone (phone in the PC), but the end-user may only place calls from a location that is, in fact, the end-user's registered address. Otherwise, E-911 calls will not be sent to the correct PSAP. If the end-user's registered address is at a location different from the end-user's land-line phone, use of the end-user's land-line for 911 calls will not contact the correct PSAP. Customer must inform end-users that it is entirely their responsibility to use the tools available with VoIP Service to update their registered address.
- **Non-Recognition of Phone Number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E-911 access may be limited.

46.4.1.6 **End-User Notice Requirements.** Customer will notify all of its end-users of Provider VoIP of the interaction and/or limitations of E-911 with Provider VoIP, and with respect to Hosted IP Centrex end-users, (i) what procedures such end-users must follow for registering a new location prior to moving an IP phone or soft-phone; and (ii) of the affects of re-registration of end-user addresses on existing end-user land-lines and E-911. Customer shall indemnify and defend Provider and hold Provider harmless from and against any claims from Customer's end-users arising from Customer's failure to so notify its end-users.

46.4.1.7 **Corrupt ANI and Emergency Call Trace Limitations.** If the ANI delivered to Provider in the 911 call setup message is not recognized and therefore considered "corrupt," the call will be automatically routed by Provider to an Emergency Call Relay Center (ECRC). Such a call will be answered by operators who will relay the call to the appropriate emergency service provider based on the information, such as current location and necessary emergency service, that caller is able to verbally communicate. If the caller is unable to

communicate current location, call trace procedures will be implemented. Call trace capabilities may be limited.

46.4.1.8 Disclaimer of Certain Damages. Provider is not responsible for any losses, claims, demands, suits or any liability whatsoever with respect to E-911 ("Losses"), including without limitation (i) losses to or relating to Customer or a third party, (ii) losses for any personal injury or property damage or loss, (iii) losses claimed to have been caused by (a) mistakes, omissions, interruptions, delays, errors or other defects in the provision of E-911, or (b) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing VoIP service. Provider also is not responsible for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E-911 and the equipment associated with it, or by any services furnished by Provider including, but not limited to, the identification of the telephone number, address or name associated with the phone used by the party or parties accessing E-911.

46.4.2 E-911 and VoIP IP Trunking Service. Because Customer's IP Trunking may permit end-users to use VoIP Service at other than Customer's or the end-users' primary service location, and such use and the movement between locations may not be detected by Provider, the following special terms apply to VoIP IP Trunking Service customers.

46.4.2.1 End-User Movement and Suspension Requirements. Customer must detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling), and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) re-registers the VoIP phone for service at the end-user's current location. Without limitation, Customer must at all times meet the following operational requirements ("Operational Requirements") in support of the preceding end-user movement and suspension requirements:

- Employ appropriate IP PBX equipment and/or vendor services to identify the originating location of each call placed by an end-user through a device that can make and receive calls through VoIP IP Trunking Service, whether or not VoIP IP Trunking Service is involved in handling that particular call (each a "VoIP Call");
- Determine whether the originating location of each VoIP Call is one for which Customer can provide the originating location and other information necessary for the routing of an E-911 VoIP Call from that location to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service (an "E-911-Supported Location");
- Send all E-911 VoIP Calls from an E-911-Supported Location to Provider or another carrier with the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service; and
- Block all VoIP Calls (E-911 and otherwise) from any location that is not an E-911-Supported Location.

46.4.2.2 Confirmation Requirements.

46.4.2.2.1 Prior to activation of Provider VoIP IP Trunking Service, Customer will work cooperatively with Provider to enable Provider to confirm through testing or other means that Customer's actual implementation of Provider VoIP IP Trunking Service, combined with

Customer's other existing, operating equipment and services, will meet the Operational Requirements set forth above in Section 3.1.

46.4.2.2.2 Provider may audit Customer's records, operations and personnel as needed to confirm that the Operational Requirements are in fact being met (each an "Audit") if, at any time, Provider has a reasonable basis to believe that in fact the Operational Requirements have not or may not be met.

46.4.2.3 **Indemnity.** Customer shall defend, hold harmless, and indemnify Provider from and against all costs, liabilities, and claims arising from Customer's failure to meet the Operational Requirements described above in Section 3.1.

46.4.3 **E-911 and Hosted IP Centrex Service – Limitations on Mobility.**

46.4.3.1 **PSAP Routing.** When 911 is dialed on an IP phone or soft-phone used with VoIP Hosted IP Centrex Service, the call is routed to the appropriate PSAP based on the primary service address of the ANI for the customer's configuration. Therefore, if moved to a new location, Customer must report the change of location. If Customer moves an IP phone without reporting the change of location or moves an IP phone or soft-phone outside Provider's E-911 service area, VoIP Service may be suspended until Customer informs Provider of the change or moves the IP phone or soft-phone back within Provider's E-911 service area.

46.4.3.2 **Change in Registered Location.** Customer's end-users who want to use a VoIP Service-enabled IP phone or soft-phone other than at its current registered location, must call Provider's Customer Service Center at 877-769-8956 (or at such number as Provider subsequently informs Customer) in order to process a Move/Change order to be re-registered for the new location.

Turning the power to a phone off and then back on, or unplugging it and then plugging it back in may indicate to Provider, via a change in IP address, that the phone may have been moved. Provider may, but is not obligated to, monitor the IP phone's IP address.

If Provider detects that an IP phone's IP address has changed, and Provider is unable to confirm that the IP phone has not been moved, Provider will conclude the phone has been moved and will suspend VoIP Service to that phone. VoIP Service will remain suspended to that phone until Customer has confirmed to Provider that the IP phone is at its registered location, or until a new fixed location within Provider's coverage area has been registered for the location to which that end-user's phone has been moved. End-users with suspended VoIP Service will only be able to call Provider's Customer Service Center or make outbound 911 calls; however, the call will be routed to the emergency service provider associated with the registered location.

46.4.3.3 **Affect of Change in Registered Location.** Customer's end-users who use a phone at a Customer facility for which VoIP Service has been enabled, but for which the ANI has been registered at another location, will still be able to place outbound 911 calls; however, such calls will be directed to the correct PSAP for the ANI, not

necessarily for the PSAP serving the Customer facility at which the phone is located.

47. HOSTED IP CENTREX SERVICE

Provider will provide Customer with Hosted IP Centrex Service subject to the terms, conditions, charges and discounts set forth herein. Hosted IP Centrex Service uses Voice over Internet Protocol (VoIP) technology and is designed for enterprise locations requiring all the features of a PBX or key system, except that the features and intelligence reside on Provider's network.

47.1 **Rates and Charges.** Current rates and charges for VoIP Hosted IP Centrex Service are described below. VoIP Hosted IP Centrex Service is available via the A LA CARTE pricing model with Unlimited or Tiered pricing options and via the BUNDLED pricing model with Unlimited options. For each Customer location, up to two T-1 lines may be utilized (each of which must be purchased as part of a separate bundle). Rates and charges for International calls, certain Local features, directory assistance, and related items are set forth in the Guide.

47.1.1 **A LA CARTE Unlimited Pricing – Simultaneous Calling Capacity Charge.** Customer will pay the following monthly recurring charge ("MRC") – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP Hosted IP Centrex location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling (if the customer purchases Domestic LD and local), and unlimited inter-enterprise VoIP (either origination or termination is non-VoIP) long distance ("LD") minutes as set forth below. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call
Domestic LD and Local	\$35
Domestic LD only	\$30

47.1.2 **A LA CARTE Tiered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay the following monthly recurring charge ("MRC") – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP Hosted IP Centrex location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (either origination or termination is non-VoIP) long distance ("LD") minutes as set forth below. Tiered overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations [multiple buildings on a campus with a single VoIP connection comprise a single location] nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP mins included	Local Calls included	Inter-enterprise VoIP LD Mins included	Domestic Long Distance
Domestic LD and Local	\$35	Unlimited	Unlimited	1,500	\$0.025/min
Domestic LD only	\$30	Unlimited	N/A	1,500	\$0.025/min

47.1.3 **Optional Virtual Fx Service Simultaneous Calling Capacity Charge.** Virtual Fx allows Customer to receive inbound calls on a Direct Inward Dial (DID) number associated with a location outside the local exchange area for Customer's physical location. Customer shall pay an MRC per Simultaneous Call for optional Virtual Fx Inbound Local service of \$22.00. Each such monthly charge includes the ability to

receive one inbound local call at a time. If Customer requires outbound VoIP services at the same physical location where a Virtual Fx-originated call may terminate, separate domestic LD-only VoIP services must be purchased from Provider and such services will be offered only on a Tiered Pricing basis. Customer will pay a separate charge for the DIDs as set forth in Section 46.1.6.

47.1.4 Change in Simultaneous Call Count. Customer must maintain its simultaneous call count for at least a 30-day period before requesting a change in simultaneous call count.

47.1.5 Equipment and Access

In addition to the fees set forth above, Customer will pay the applicable fees (not included here) for the gateway, access or transport service (e.g., port and permanent virtual circuit charges), CPE, or any other services or equipment not explicitly described as part of the A LA CARTE pricing. Such fees will be described in the separate contract for the attendant service and/or CPE.

A LA CARTE pricing does not include Provider Internet Dedicated, Ethernet, DSL or Private IP Service, which must be purchased separately by Customer as transport for use with Hosted IP Centrex VoIP Service.

47.1.6 BUNDLED Pricing – Base MRC

47.1.6.1 Base MRC. Customer will pay the MRC set forth below for BUNDLED pricing – which is fixed for the Term – based on the attendant transport service (either Internet DSL or Internet Dedicated) and router option (standard or upgraded). The applicable VoIP Service Equipment (defined in Section 46.3.11.2.2) is included in the base MRC.

BUNDLED Pricing Transport Options	Base MRC
Internet DSL Office 384 kbps	\$250
Internet DSL Office 768 kbps	\$300
Internet Dedicated Tiered 768 kbps with standard router	\$900
Internet Dedicated Tiered 768 kbps with upgraded router	\$1,000
Internet Dedicated Price Protected T1 (1.5 Mbps) with standard router	\$1,000
Internet Dedicated Price Protected T1 (1.5 Mbps) with upgraded router	\$1,100
Optional Internet Dedicated Shadow T1 (1.5 Mbps)	\$800

47.1.6.2 Composition of Base MRC. The base MRC applies to each bundle at each Customer location and includes the selected BUNDLED transport service (including Shadow T1, if applicable), the applicable VoIP Service Equipment, local access and unlimited outbound U.S. long distance and local calling (subject to the number of simultaneous calling units selected). Each bundle is limited to the capacity of the transport service selected (either 384 kbps, 768 kbps or 1.5 Mbps) and to the simultaneous calling capacity available and selected for that transport service (for example, up to a maximum of 41 simultaneous calls on a 1.5 Mbps T1). The capacity of the Ethernet switch provided via BUNDLED pricing (whether standard or upgraded) is based on the simultaneous calling capacity selected. Additional capacity must be purchased separately.

46.1.7 BUNDLED Pricing – Simultaneous Calling Capacity Charge – Unlimited Plan. Customer will pay a monthly recurring charge (“MRC”) of \$35 – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call

units Customer selects. A minimum of two units is required. (So, for example, \$70 will be charged for the two-simultaneous-call minimum.) Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling, and unlimited inter-enterprise VoIP (either origination or termination is non-VoIP) long distance ("LD") minutes as set forth below. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

46.1.8 BUNDLED Pricing Limitations. Optional IP phones, external firewalls, or any other services or equipment not explicitly described as part of BUNDLED pricing are not included with BUNDLED pricing.

46.1.9 Shadow T1 Service. In addition, Customer may order optional BUNDLED Internet Dedicated Shadow T1 Service (available only if the upgraded router option is selected for the transport service), to back up Customer's primary BUNDLED transport service, for the base MRC indicated above in Section 2.6.1, above. When in use, BUNDLED Internet Dedicated Shadow T1 Service uses the Provider Service Equipment included with Customer's primary BUNDLED Internet Dedicated Service).

46.1.10 Optional Switch Capacity

46.1.10.1 Analog Gateway. The BUNDLED pricing base MRC covers VoIP Service Equipment sufficient for a number of analog gateway ports equal to the simultaneous calling capacity selected. Customer will pay an additional MRC for any analog gateway capacity needed to support additional end-users (the "Extra Analog Gateway MRC"). The Extra Analog Gateway MRC is \$60 for each block of four additional end-users to be supported above the simultaneous calling capacity selected.

46.1.10.2 Ethernet Switch for Upgraded Router. If Customer selects one of the types of BUNDLED transport service which include an upgraded router as indicated above, for an additional MRC of \$50, Customer may select a Cisco 2950 optional Ethernet switch, supporting up to 48 ports, used in connection with BUNDLED Internet Dedicated service. Other upgraded Ethernet switches, not described here, are also available pursuant to a separate CPE Attachment.

46.1.11 BUNDLED Site Activation Fee. Subject to change, a BUNDLED Site Activation Fee of \$500 and \$150 will be charged respectively for each Internet Dedicated bundle and each Internet DSL bundle at each location.

46.1.12 Service Establishment Fee. Customer will pay a non-recurring Service Establishment Fee as set forth below (subject to change):

Number of active DIDs	Charge per Location
0 – 24	\$200
25 – 75	\$500
76 – 300	\$750
301 – 1,000	\$1000
1,001 - 5,000	\$2,500
5,001 - 12,500	\$4,000
12,501 - 20,000	\$4,500
>20,001 DIDs	Individual Case Basis

46.1.13 Feature Profiles. A "feature profile" is established for every unique DID number. Hosted IP Centrex sites are provided feature profiles at no charge.

46.1.14 **Expedited Provisioning (Bundled Pricing).** A non-recurring charge (“NRC”) will be assessed to Customers who request expedited provisioning of Internet Dedicated transport – whether the circuit is provisioned by Provider or by another local exchange carrier – in accordance with the Administrative NRC rates set forth in the Guide.

46.1.15 **Optional Network Features available with A LA CARTE or BUNDLED pricing.** Customer will pay for the optional network features at the following rates, which are fixed for the Term:

Optional Network Features(s)	MRC
Auto Attendant	\$30/instance*
Accounting and Authorization Codes	\$10/customer
Attendant Console	\$20/configured user
Remote Office	\$10/configured user
Additional feature profiles	\$5/profile
Voicemail	\$5/configured user
* With respect to the Auto Attendant feature, "instance" means each menu of options that a caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.	

46.1.6 **Discounts.** The following Term discounts are applicable only –

- **Within A LA CARTE and BUNDLED Pricing:** to Simultaneous Call Charges (MRC and Domestic Long Distance rates); Optional Network Feature Charges; DID blocks; and
- **Within BUNDLED Pricing:** to Pricing base MRC; Shadow T1 redundancy; and rental price for the first two (2) Cisco 2950 Ethernet Switches.

<u>Term</u>	<u>Discount</u>
2 years	5%
3 years	10%

Discounts are not available for any other VoIP Services, charges, or features.

47.2 TERMS AND CONDITIONS

47.2.1 **Service Disclaimer.** Customer understands that use of Hosted IP Centrex VoIP Service that includes any unlimited pricing items is restricted in the following manner:

47.2.1.2 Customer may not utilize VoIP Service in any call center environment or in connection with any similar such application.

47.2.1.3 Customer may not use VoIP Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding.

47.2.1.4 Customer may not aggregate traffic from multiple sites into a single site configured with Hosted IP Centrex VoIP Service.

47.2.1.5 Customer's design may not be configured with more than 8:1 oversubscription, i.e., no more than eight DIDs per simultaneous call.

47.2.1.6 Customer may not utilize continuous or extensive call forwarding.

47.2.1.7 Customer may not utilize auto-dialers or any similar type of device in connection with VoIP service.

47.3 Limitations on VoIP Voice Quality SLA. Limitations on Provider's VoIP Voice Quality SLA are set forth in Section 46.3.12.2.

AMENDED AND RESTATED
AMENDMENT 32
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION, INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amended and Restated Amendment No. 32 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI Communications Services, Inc. d/b/a Verizon Business Services, a Delaware corporation, with offices at 6929 N. Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider"), and Verizon Services Organization Inc., a Delaware Corporation, with offices at One Verizon Way, Basking Ridge, NJ 07920 ("Customer") shall be effective on the date set forth below.

1. PRIOR AMENDMENT 32

The parties previously executed Amendment 32 and desire to restate the terms set forth therein. Therefore, as of the Effective Date described below, the parties agree to terminate Amendment 32 in its entirety and replace it with this Amended and Restated Amendment 32.

2. EFFECTIVE DATE

This Amended and Restated Amendment No. 32 shall be effective as of April 7, 2008.

3. AGREEMENT MODIFICATION

3.1 REPLACE Section 46 entitled "Hosted IP Centrex ("HIPC") Service" in its entirety with the Section 46 entitled "VoIP Services" described in Attachment 1.

3.2 REPLACE Section 47 entitled "VoIP Services" in its entirety with the Section 47 entitled "Hosted IP Centrex Services" described in Attachment 1.

4. SCOPE OF AMENDMENT

This Amended and Restated Amendment 32 substitutes and replaces the terms and conditions relative to VoIP Services (including terms and conditions relative to E-911 Service) and Hosted IP Centrex (HIPC) Services as described in Amendment 27.

Until new HIPC Service as described in this Amended and Restated Amendment 32 is fully implemented (i.e., "ICP-HIPC Service"), the existing non-ICP-HIPC rates (as described in Amendment 27) will apply to Customer's existing site(s). As existing non-ICP-HIPC sites are migrated to new ICP-HIPC sites, they will be subject to this Amended and Restated Amendment 32. Following full implementation, this Amended and Restated Amendment 32 will apply to all sites.

5. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including any Amendments hereto, shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amended and Restated Amendment No. 32 as of the date set forth above.

**MCI COMMUNICATIONS
SERVICES, INC.**

Melissa Hefley
Signature

Melissa Hefley
Print Name

Mgr. Wholesale Contract Mgmt.
Title

7-30-08
Date

**VERIZON SERVICES
ORGANIZATION, INC.**

E. M. Ryan
Signature

Edward M. Ryan
Print Name

Sr. Spl
Title

7-15-08
Date

AMENDED AND RESTATED

ATTACHMENT 1

(REPLACE SECTIONS 46 AND 47 TO EXHIBIT C AS SET FORTH BELOW)

46. VOICE OVER IP SERVICE (VoIP Service)

46.1 Rates and Charges. Rates and charges specific to each VoIP Service type (for example, VoIP Hosted IP Centrex Service) are set forth in the Section addressing such Service. All rates and charges for VoIP Service are subject to change if VoIP Service is subjected to regulation by any State, or if Federal regulation of VoIP Service is expanded. Certain supplemental rates and charges applicable to all VoIP Service are set forth below.

46.1.1 **Network Application Fees.** Network application fees are charged for domain name, mail, new services, and other network applications. See the Network Application Fee Schedule at www.Providerbusiness.com/terms.

46.1.2 **Dispatch Charge.** Subject to change, Customer will pay a dispatch charge, which is currently \$265, for each occasion in which Provider dispatches a technician to make a Customer-requested change or adjustment in VoIP Service during the installation process.

46.1.3 **Billing Initiation.** Customer can arrange to port its numbers using LNP (Local Number Portability) at the same time VoIP service with BUNDLED pricing is made available for use, or delay LNP for up to 10 days afterwards. Billing for VoIP service with BUNDLED pricing will begin no later than the tenth (10th) day after the VoIP service is available for use.

46.1.4 **Outbound "Off-Net" International Calling.** U.S. VoIP-to-International PSTN calls are charged at the rates set forth in the Guide.

46.1.5 **Optional Local Service Features.** The optional local service features are charged at the rates set forth in the Guide.

46.1.6 **Direct Inward Dial (DID) Service.** Customer may purchase DID service at the current rate of \$6.25 per month per block of 20 DID numbers plus an installation charge (currently \$5.00 per block of 20 DID numbers).

46.1.7 **On-Site Training Charge.** On-site training is available pursuant to a separate site services attachment at the rates set forth therein for on-site training.

46.1.8 **Equipment.** Optional equipment required for any VoIP Service ("CPE") is provided pursuant to a separate CPE Attachment.

46.2 Taxes and Governmental Charges. Taxes and Governmental Charges based on the location at which VoIP service is used – for example, 911 service fees (which may also be referred to by such names as "taxes" or "surcharges") – will be determined by the VoIP service location designated by the Customer for its end-users at the time VoIP Service is activated. At such time as Provider has the ability to bill Taxes and Governmental Charges for each telephone number based on the location at which VoIP Service is used in each individual month, then Taxes and Governmental Charges attributable to each telephone number during any particular month will be determined by the location designated by each end-user as its service location as of the Customer's monthly billing date.

46.3 Terms and Conditions.

46.3.1 **Business Application.** VoIP Service is offered only to commercial business customers.

46.3.2 **Equipment.** Optional CPE required for any VoIP Service is provided pursuant to the CPE Attachment.

46.3.3 **Letter of Authorization.** To the extent Customer's VoIP Service includes the provision of Provider's Local voice service and Customer implements PS/ALI, Customer will execute Provider's Letter of Authorization ("LOA") that lists affected telephone numbers (via range, if applicable) and the attendant street addresses. Provider will use the LOA to notify the appropriate Incumbent Local Exchange Carrier (ILEC) that Customer, not Provider, is now responsible for building, loading, and maintaining the location-specific ALI database for the CPNs associated with the BTNs

46.3.4 **No Resale.** VoIP Service is provided only to Customer. Resale by Customer of VoIP Service as a stand-alone service is prohibited. However, if Customer subscribes to a tiered pricing plan for VoIP Service, Customer may provide to and be compensated by end-users for VoIP-based services as a component of a larger service offering provided, for example, to a retirement home, campus-living facility, or hotel.

46.3.5 **Customer Responsibilities.** In addition to the other obligations of Customer contained herein and the Agreement, Customer will be responsible for the following obligations:

46.3.5.1 **Customer-Obtained Facilities.** Except as otherwise expressly stated herein or in another Provider Attachment, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP Phones, gateways and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Provider's network or otherwise for use in conjunction with VoIP Service ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Provider's requirements (including being certified for use with VoIP Service where applicable), and that they continue to be compatible with subsequent revision levels of Provider-provided equipment, software and services. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer uses its WAN to connect multiple remote sites through a single site ("hub" site) to the Provider VoIP network, Customer will be responsible for the quality of VoIP Service ("QOS") on its WAN. The demarcation for VoIP Service QOS will be the hub site. If Customer connects any Facilities to VoIP Service that Customer reasonably should know may not be compatible with VoIP Service, Customer is solely responsible for any effects that arise from that connection on VoIP Service, equipment or software of Provider, Customer, or any third party, and Customer waives any claims against Provider relating to the performance of VoIP Service.

46.3.5.2 **Security.** Use of VoIP Service, like other network-based services, carries certain security risks to the systems and networks of Customer, Provider and third parties including, but not limited to: misuse, unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures, including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all VoIP Service traffic, Facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's

control and used in connection with VoIP Service, whether owned by Customer, Provider or Provider's subcontractors. Customer agrees that Provider is not liable, in contract, tort, or on any other basis, for any loss resulting from any Occurrences or use of such VoIP Service traffic, Facilities, or other equipment, software, data and systems. Customer is responsible for all Security Measures, even if Customer uses a third party (or Provider) to configure and implement them.

46.3.6 Design Approval. Notwithstanding the inclusion of VoIP Service in this Section 46, availability of VoIP Service on a site-by-site basis is subject to having a site design reviewed and approved by Provider.

46.3.7 Service Disclaimer. Provider is not responsible for certain conditions or equipment that may affect VoIP Service, including, without limitation:

- Failure or poor performance of Customer's Domain Name Server ("DNS Server") and/or local area network ("LAN") upon which VoIP Service relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.
- Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications;
- VoIP Service is provided without any warranty whatsoever with respect to modems. Modems may not be used on VoIP Service except with Codec G.711 without silence suppression.
- Alarm lines (whether or not they use modems) are wholly unsupported on VoIP Service (with respect to both service and wiring, without limitation).
- Customer will be responsible for all inside wiring and special construction charges.

46.3.8 Geographic Coverage. VoIP Service is not available in Hawaii or Alaska and may not be available in other states or regions.

46.3.9 Restrictions.

46.3.9.1 Customer shall not (i) extend its VoIP Service to locations outside the U.S. without written permission from Provider; or (ii) modify the Provider-installed design and/or configuration without the previous written consent of Provider. Customer expressly acknowledges Provider may immediately suspend or terminate Customer's use of VoIP Service if Customer violates either of the foregoing restrictions.

46.3.9.2 At any given time, Customer may only place as many concurrent calls as it has purchased.

46.3.10 Call Origination Information. Customer acknowledges that Provider classifies local and long distance calls to determine appropriate rate allocation (i.e., local or interstate). Provider bases this classification on the information in Provider's systems identifying each call's originating location. As accurate information regarding the origination point of calls is necessary to make the appropriate rate allocation, it is a material condition of this Section 46 that Customer provides Provider with accurate information reflecting its calls' originating location. Customer therefore warrants that it will, at all times use, for each telephone station, a telephone number with an NPA-NXX code (i.e., the first six digits of a 10-digit number, representing the area code and exchange) that Provider has assigned to the rate center area in which that customer telephone station is located. Customer further warrants that it will not alter the originating

location of any of its calls to reflect the NPA-NXX code associated with an intermediate point or some point other than where the call originated and will, upon request from Provider, provide Provider with supporting information to confirm the accuracy of the originating call information from all such calls. Customer hereby indemnifies Provider with respect to any third-party claims associated with Customer's failure to fulfill its obligations under this section.

46.3.11 Additional Terms and Conditions for BUNDLED Pricing Model. The BUNDLED pricing model is subject to the following additional terms and conditions.

46.3.11.1 Provider may interrupt BUNDLED Internet DSL or Internet Dedicated Services for scheduled or emergency maintenance or as otherwise set forth in the Agreement. Internet DSL local loop connections between Customer's location and Provider will be arranged by Provider, and are provided through a local exchange carrier. Customer authorizes Provider to act as its agent with respect to the ordering, installing, monitoring, testing, repairing, and performing all related activities regarding the local exchange carrier and the Internet DSL local loop connection. Internet DSL may be unavailable in any particular location, even after being ordered. Service availability and speed level cannot be determined until a technician visits the site and performs installation tests. If Internet DSL is not available (either entirely or at the speed level ordered) after being ordered, the order will be deemed canceled. If Internet DSL is available at a lower speed level, Customer may reorder the service at the new speed level. Once in service, Internet DSL may be interrupted as a result of various circumstances, including those involving the local exchange carrier, over which Provider may have limited control. In particular, the resolution of a local loop interruption may be delayed if local exchange carrier support is not available or effective.

46.3.11.2 VoIP Service Equipment

46.3.11.2.1 **General.** At all times, title to any equipment provided by Provider as part of VoIP Service ("VoIP Service Equipment") will remain with Provider. Customer shall (i) maintain the VoIP Service Equipment and any associated software, systems, cabling and facilities in accordance with the reasonable instructions of Provider as may be given from time to time; (ii) not modify, relocate, or in any way interfere with the VoIP Service Equipment unless expressly authorized by a representative of Provider to do so; and (iii) not cause the VoIP Service Equipment to be repaired, serviced, or otherwise accessed except by an authorized representative of Provider. Failure of Customer to permit Provider representatives entry, upon reasonable request, to Customer premises or service locations to repair or maintain VoIP Service or equipment will discharge Provider from its service obligation. Upon termination or expiration of this Agreement, Customer will return the VoIP Service Equipment to Provider at Provider's expense in the manner set forth in the Guide.

46.3.11.2.2 **Maintenance.** With respect to the VoIP Service Equipment only, Provider will provide the following maintenance services ("Maintenance Services"): (i) Use commercially reasonable efforts to isolate any problems with the VoIP Service Equipment that resides on Customer's site and send a technician to Customer's site if necessary; (ii) replacement of affected components if Provider, in its sole discretion, determines that any VoIP Service Equipment that resides on Customer's premise needs to be replaced; such component to be replaced with a

component in good working order and of like kind and functionality from a manufacturer of Provider's choice at the time of replacement.

46.3.11.2.3 Normal Use Limitation. Maintenance Services only apply to problems arising out of the normal use of the VoIP Service Equipment and do not apply if the VoIP Service Equipment is damaged as a result of the negligence or willful misconduct of Customer. If repair and/or replacement is required because of damage caused by Customer's negligence or willful misconduct, Customer will be charged time at a rate of \$125 per hour during normal business hours to repair the VoIP Service Equipment, and Customer will be charged the replacement cost of VoIP Service Equipment requiring replacement.

46.3.12 Service Level Agreement

46.3.12.1 Subject to Section 46.3.12.3 below, the Service Level Agreement ("SLA") for VoIP Service is set forth at www.Providerbusiness.com/terms. Provider reserves the right to amend SLAs from time to time, effective upon either posting of the revised SLA to that URL or providing other notice to Customer. These SLAs set forth Customer's sole remedies for any claim relating to VoIP Service (including the related Internet Dedicated or Internet DSL Office service), including any failure to meet the conditions set forth in these SLAs. Provider's records and data are the basis for all SLA calculations and determinations. Under these SLAs, the maximum amount of credit available to Customer for any calendar month shall not exceed the following: (a) for A LA CARTE pricing, the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated service under the Agreement; or (b) for BUNDLED pricing, the applicable base MRC and simultaneous calling capacity MRC that, absent the credit, would have been charged for the service using the BUNDLED pricing model under this Agreement.

46.3.12.2 Limitations on VoIP Voice Quality SLA. Provider's VoIP Voice Quality SLA applies only if an end-user is using VoIP Service via Provider's Internet Dedicated Service at a Customer location covered by Provider VoIP Service. However, Provider's VoIP Voice Quality SLA never applies to soft-phone use.

46.3.13 Access to CPNI. Customer's use of VoIP Service may enable access to Customer Proprietary Network Information ("CPNI"). As a condition of such access, Customer agrees:

- to the CPNI Protection Agreement or CPNI Access Authorization form;
- to designate in writing one or more Customer "Administrators" authorized to access CPNI and to identify end-users authorized to access CPNI either directly or via an online application such as the Integrated Communications Package (ICP), if applicable; and
- to cooperate with Provider's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized end-users.

46.4 E-911 – Emergency Calling. A provider of "interconnected VoIP service" is required by the Federal Communications Commission to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. "Interconnected VoIP service" means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user's location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN. 911 emergency calling service

laws may also apply to Customer and it is solely Customer's responsibility to understand and comply with such laws.

46.4.1 E-911 Routing. Enhanced 911 calling ("E-911") enables end-users to access an appropriate public safety answering point ("PSAP") by dialing 911 with Automatic Number Identification (hereinafter referred to as "ANI") and Automatic Location Identification ("ALI") displayed at the PSAP. **The ANI may be the calling party number ("CPN") or the billing telephone number ("BTN") depending on Customer's configuration.** Pursuant to FCC requirements, Provider enables the routing of E-911 calls only in locations where such 911 calling is available and only under the limited circumstances described below. The ability of an end-user to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer's access circuit or local gateway fails.

46.4.1.1 ANI/ALI. E-911 provided via any of the four types of Provider VoIP Service will pass ANI and the registered primary service address of that ANI as ALI. If VoIP Service is provided to a campus environment where all buildings have the same service address and rate center, then Customer acknowledges and agrees that when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.

46.4.1.2 Long Distance Service/Limitations on E-911. Long Distance Voice Service does not provide access to E-911 calling. Thus, to ensure proper E-911 access and support, Customer must obtain separate Local service when only Long Distance Voice Service is ordered from Provider (an option with IP Integrated Access, Hosted IP Centrex, and IP Trunking).

46.4.1.3 PS/ALI. If Customer requires delivery of location-specific ALI (such as floor and room number within a building) to the PSAP for TDM KSU systems, TDM PBX/KSU systems, IP PBX/KSU systems, or otherwise desires E-911 to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Location Identification (PS/ALI). Customer may obtain the software and support that enable PS/ALI from a third-party provider. Provider Business does not sell PS/ALI service. In all cases, VoIP Service can only support the delivery of the caller's station level phone number to a PSAP when such telephone numbers are ported to Provider during the initial provisioning process or are numbers assigned by Provider. Before Provider will support Customer's use of PS/ALI, Customer must execute Provider's LOA (see Section 46.3.3). Once PS/ALI is implemented, Provider will continue to send 911 calls to the PSAP; however, Customer and not Provider will be entirely responsible for the content of the information delivered in ALI to the PSAP.

Whether Customer purchases VoIP Service in a single-site tenant or hotel-type facility, or in a geographically-distributed multi-site environment using a TDM PBX/KSU, Customer is responsible for complying with all applicable emergency 911 laws. The latter may include state or local laws that require it (as owner of the TDM PBX/KSU) to implement PS/ALI to ensure required E-911 support for multiple user configurations to enable station-specific 911 ANI and ALI display.

Further, if Customer purchases VoIP service for a geographically-distributed multi-site environment and has remote locations that are outside the Local service footprint covered by VoIP Service, or Customer chooses not to purchase Local service with its VoIP Service at certain remote locations, Customer agrees that it is responsible for obtaining separate Local service at each such location to the extent it desires or is required to provide E-911. However, if Customer purchases VoIP Service for a geographically-distributed multi-site environment

and purchases Local and Long Distance service from Provider for those locations within the Local service footprint covered by VoIP Service, an end-user situated at a remote location with such Local service dialing 911 will be routed to the appropriate PSAP based on the primary service address of the calling ANI at the remote location.

46.4.1.4 **Indemnity.** CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD PROVIDER HARMLESS FROM ANY CLAIMS OR CAUSES OF ACTION ARISING FROM THE NON-IMPLEMENTATION OF PS/ALI AND/OR ENABLING OF STATION LEVEL 911 SERVICE, OR THE FAILURE OF PS/ALI OR STATION LEVEL 911 SERVICE IF ENABLED.

46.4.1.5 **Other Access Limitations.** Common events that can limit access to E-911 via VoIP Service include but are not limited to:

- **Loss of Electric Service.** VoIP Service will be interrupted if there is a loss of electric service. Customers are urged to implement a battery backup system for VoIP Service.
- **Loss of Broadband Service.** VoIP Service will be interrupted if the attendant broadband connection is not available.
- **Failure of Equipment.** The malfunction or failure of equipment, software or hardware necessary for end-to-end Internet functionality (e.g., routers, IP phones, analog gateways, etc.) can limit access to E-911.
- **Failure to Register New Location of Equipment.** For IP Flexible T1, IP Integrated Access, and IP Trunking VoIP services, Provider is able to provide access to E-911 only at the end-user's registered primary service location. For these VoIP service types, if a VoIP phone is used at a location other than at the end-user's registered primary service location, E-911 will not be available. For Hosted IP Centrex service, mobility is supported for the end-user's IP phone or soft-phone (phone in the PC), but the end-user may only place calls from a location that is, in fact, the end-user's registered address. Otherwise, E-911 calls will not be sent to the correct PSAP. If the end-user's registered address is at a location different from the end-user's land-line phone, use of the end-user's land-line for 911 calls will not contact the correct PSAP. Customer must inform end-users that it is entirely their responsibility to use the tools available with VoIP Service to update their registered address.
- **Non-Recognition of Phone Number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E-911 access may be limited.

46.4.1.6 **End-User Notice Requirements.** Customer will notify all of its end-users of Provider VoIP of the interaction and/or limitations of E-911 with Provider VoIP, and with respect to Hosted IP Centrex end-users, (i) what procedures such end-users must follow for registering a new location prior to moving an IP phone or soft-phone; and (ii) of the affects of re-registration of end-user addresses on existing end-user land-lines and E-911. Customer shall indemnify and defend Provider and hold Provider harmless from and against any claims from Customer's end-users arising from Customer's failure to so notify its end-users.

46.4.1.7 Corrupt ANI and Emergency Call Trace Limitations. If the ANI delivered to Provider in the 911 call setup message is not recognized and therefore considered "corrupt," the call will be automatically routed by Provider to an Emergency Call Relay Center (ECRC). Such a call will be answered by operators who will relay the call to the appropriate emergency service provider based on the information, such as current location and necessary emergency service, that caller is able to verbally communicate. If the caller is unable to communicate current location, call trace procedures will be implemented. Call trace capabilities may be limited.

46.4.1.8 Disclaimer of Certain Damages. Provider is not responsible for any losses, claims, demands, suits or any liability whatsoever with respect to E-911 ("Losses"), including without limitation (i) losses to or relating to Customer or a third party, (ii) losses for any personal injury or property damage or loss, (iii) losses claimed to have been caused by (a) mistakes, omissions, interruptions, delays, errors or other defects in the provision of E-911, or (b) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing VoIP service. Provider also is not responsible for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E-911 and the equipment associated with it, or by any services furnished by Provider including, but not limited to, the identification of the telephone number, address or name associated with the phone used by the party or parties accessing E-911.

46.4.2 E-911 and VoIP IP Trunking Service. Because Customer's IP Trunking may permit end-users to use VoIP Service at other than Customer's or the end-users' primary service location, and such use and the movement between locations may not be detected by Provider, the following special terms apply to VoIP IP Trunking Service customers.

46.4.2.1 End-User Movement and Suspension Requirements. Customer must detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling), and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) re-registers the VoIP phone for service at the end-user's current location. Without limitation, Customer must at all times meet the following operational requirements ("Operational Requirements") in support of the preceding end-user movement and suspension requirements:

- Employ appropriate IP PBX equipment and/or vendor services to identify the originating location of each call placed by an end-user through a device that can make and receive calls through VoIP IP Trunking Service, whether or not VoIP IP Trunking Service is involved in handling that particular call (each a "VoIP Call");
- Determine whether the originating location of each VoIP Call is one for which Customer can provide the originating location and other information necessary for the routing of an E-911 VoIP Call from that location to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service (an "E-911-Supported Location");
- Send all E-911 VoIP Calls from an E-911-Supported Location to Provider or another carrier with the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service; and

- Block all VoIP Calls (E-911 and otherwise) from any location that is not an E-911-Supported Location.

46.4.2.2 **Confirmation Requirements.**

46.4.2.2.1 Prior to activation of Provider VoIP IP Trunking Service, Customer will work cooperatively with Provider to enable Provider to confirm through testing or other means that Customer's actual implementation of Provider VoIP IP Trunking Service, combined with Customer's other existing, operating equipment and services, will meet the Operational Requirements set forth above in Section 3.1.

46.4.2.2.2 Provider may audit Customer's records, operations and personnel as needed to confirm that the Operational Requirements are in fact being met (each an "Audit") if, at any time, Provider has a reasonable basis to believe that in fact the Operational Requirements have not or may not be met.

46.4.2.3 **Indemnity.** Customer shall defend, hold harmless, and indemnify Provider from and against all costs, liabilities, and claims arising from Customer's failure to meet the Operational Requirements described above in Section 3.1.

46.4.3 **E-911 and Hosted IP Centrex Service – Limitations on Mobility.**

46.4.3.1 **PSAP Routing.** When 911 is dialed on an IP phone or soft-phone used with VoIP Hosted IP Centrex Service, the call is routed to the appropriate PSAP based on the primary service address of the ANI for the customer's configuration. Therefore, if moved to a new location, Customer must report the change of location. If Customer moves an IP phone without reporting the change of location or moves an IP phone or soft-phone outside Provider's E-911 service area, VoIP Service may be suspended until Customer informs Provider of the change or moves the IP phone or soft-phone back within Provider's E-911 service area.

46.4.3.2 **Change in Registered Location.** Customer's end-users who want to use a VoIP Service-enabled IP phone or soft-phone other than at its current registered location, must call Provider's Customer Service Center at 877-769-8956 (or at such number as Provider subsequently informs Customer) in order to process a Move/Change order to be re-registered for the new location.

Turning the power to a phone off and then back on, or unplugging it and then plugging it back in may indicate to Provider, via a change in IP address, that the phone may have been moved. Provider may, but is not obligated to, monitor the IP phone's IP address.

If Provider detects that an IP phone's IP address has changed, and Provider is unable to confirm that the IP phone has not been moved, Provider will conclude the phone has been moved and will suspend VoIP Service to that phone. VoIP Service will remain suspended to that phone until Customer has confirmed to Provider that the IP phone is at its registered location, or until a new fixed location within Provider's coverage area has been registered for the location to which that end-user's phone has been moved. End-users with suspended VoIP Service will only be able to call Provider's Customer Service Center or make

outbound 911 calls; however, the call will be routed to the emergency service provider associated with the registered location.

46.4.3.3 **Affect of Change in Registered Location.** Customer's end-users who use a phone at a Customer facility for which VoIP Service has been enabled, but for which the ANI has been registered at another location, will still be able to place outbound 911 calls; however, such calls will be directed to the correct PSAP for the ANI, not necessarily for the PSAP serving the Customer facility at which the phone is located.

47. HOSTED IP CENTREX SERVICE

Provider will provide Customer with Hosted IP Centrex Service subject to the terms, conditions, charges and discounts set forth herein. Hosted IP Centrex Service uses Voice over Internet Protocol (VoIP) technology and is designed for enterprise locations requiring all the features of a PBX or key system, except that the features and intelligence reside on Provider's network.

47.1 Rates and Charges. Current rates and charges for VoIP Hosted IP Centrex Service are described below. VoIP Hosted IP Centrex Service is available via the A LA CARTE pricing model with Unlimited or Tiered pricing options and via the BUNDLED pricing model with Unlimited options. For each Customer location, up to two T-1 lines may be utilized (each of which must be purchased as part of a separate bundle). Rates and charges for International calls, certain Local features, directory assistance, and related items are set forth in the Guide.

47.1.1 **A LA CARTE Unlimited Pricing – Simultaneous Calling Capacity Charge.** Customer will pay the following monthly recurring charge ("MRC") – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP Hosted IP Centrex location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling (if the customer purchases Domestic LD and local), and unlimited inter-enterprise VoIP (either origination or termination is non-VoIP) long distance ("LD") minutes as set forth below. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call
Domestic LD and Local	\$35
Domestic LD only	\$30

47.1.2 **A LA CARTE Tiered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay the following monthly recurring charge ("MRC") – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP Hosted IP Centrex location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (either origination or termination is non-VoIP) long distance ("LD") minutes as set forth below. Tiered overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations [multiple buildings on a campus with a single VoIP connection comprise a single location] nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP mins included	Local Calls included	Inter-enterprise VoIP LD Mins included	Domestic Long Distance

Domestic LD and Local	\$35	Unlimited	Unlimited	1,500	\$0.025/min
Domestic LD only	\$30	Unlimited	N/A	1,500	\$0.025/min

47.1.3 Optional Virtual Fx Service Simultaneous Calling Capacity Charge. Virtual Fx allows Customer to receive inbound calls on a Direct Inward Dial (DID) number associated with a location outside the local exchange area for Customer's physical location. Customer shall pay an MRC per Simultaneous Call for optional Virtual Fx Inbound Local service of \$22.00. Each such monthly charge includes the ability to receive one inbound local call at a time. If Customer requires outbound VoIP services at the same physical location where a Virtual Fx-originated call may terminate, separate domestic LD-only VoIP services must be purchased from Provider and such services will be offered only on a Tiered Pricing basis. Customer will pay a separate charge for the DIDs as set forth in Section 46.1.6.

47.1.4 Change in Simultaneous Call Count. Customer must maintain its simultaneous call count for at least a 30-day period before requesting a change in simultaneous call count.

47.1.5 Equipment and Access

In addition to the fees set forth above, Customer will pay the applicable fees (not included here) for the gateway, access or transport service (e.g., port and permanent virtual circuit charges), CPE, or any other services or equipment not explicitly described as part of the A LA CARTE pricing. Such fees will be described in the separate contract for the attendant service and/or CPE.

A LA CARTE pricing does not include Provider Internet Dedicated, Ethernet, DSL or Private IP Service, which must be purchased separately by Customer as transport for use with Hosted IP Centrex VoIP Service.

47.1.6 BUNDLED Pricing – Base MRC

47.1.6.1 Base MRC. Customer will pay the MRC set forth below for BUNDLED pricing – which is fixed for the Term – based on the attendant transport service (either Internet DSL or Internet Dedicated) and router option (standard or upgraded). The applicable VoIP Service Equipment (defined in Section 46.3.11.2.2) is included in the base MRC.

BUNDLED Pricing Transport Options	Base MRC
Internet DSL Office 384 kbps	\$250
Internet DSL Office 768 kbps	\$300
Internet Dedicated Tiered 768 kbps with standard router	\$900
Internet Dedicated Tiered 768 kbps with upgraded router	\$1,000
Internet Dedicated Price Protected T1 (1.5 Mbps) with standard router	\$1,000
Internet Dedicated Price Protected T1 (1.5 Mbps) with upgraded router	\$1,100
Optional Internet Dedicated Shadow T1 (1.5 Mbps)	\$800

47.1.6.2 Composition of Base MRC. The base MRC applies to each bundle at each Customer location and includes the selected BUNDLED transport service (including Shadow T1, if applicable), the applicable VoIP Service Equipment, local access and unlimited outbound U.S. long distance and local calling (subject to the number of simultaneous calling units selected). Each bundle is limited to the capacity of the transport service selected (either 384 kbps, 768 kbps or 1.5 Mbps) and to the simultaneous calling capacity available and selected for that transport service (for example, up to a maximum of 41 simultaneous calls on a 1.5 Mbps T1). The capacity of the Ethernet switch

provided via BUNDLED pricing (whether standard or upgraded) is based on the simultaneous calling capacity selected. Additional capacity must be purchased separately.

47.1.7 BUNDLED Pricing – Simultaneous Calling Capacity Charge – Unlimited Plan. Customer will pay a monthly recurring charge ("MRC") of \$35 – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call

units Customer selects. A minimum of two units is required. (So, for example, \$70 will be charged for the two-simultaneous-call minimum.) Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination) calling, unlimited local calling, and unlimited inter-enterprise VoIP (either origination or termination is non-VoIP) long distance ("LD") minutes as set forth below. Calls to international locations can also be made but are billed at metered rates as defined in the Guide.

47.1.8 BUNDLED Pricing Limitations. Optional IP phones, external firewalls, or any other services or equipment not explicitly described as part of BUNDLED pricing are not included with BUNDLED pricing.

47.1.9 Shadow T1 Service. In addition, Customer may order optional BUNDLED Internet Dedicated Shadow T1 Service (available only if the upgraded router option is selected for the transport service), to back up Customer's primary BUNDLED transport service, for the base MRC indicated above in Section 2.6.1, above. When in use, BUNDLED Internet Dedicated Shadow T1 Service uses the Provider Service Equipment included with Customer's primary BUNDLED Internet Dedicated Service).

47.1.10 Optional Switch Capacity

47.1.10.1 Analog Gateway. The BUNDLED pricing base MRC covers VoIP Service Equipment sufficient for a number of analog gateway ports equal to the simultaneous calling capacity selected. Customer will pay an additional MRC for any analog gateway capacity needed to support additional end-users (the "Extra Analog Gateway MRC"). The Extra Analog Gateway MRC is \$60 for each block of four additional end-users to be supported above the simultaneous calling capacity selected.

47.1.10.2 Ethernet Switch for Upgraded Router. If Customer selects one of the types of BUNDLED transport service which include an upgraded router as indicated above, for an additional MRC of \$50, Customer may select a Cisco 2950 optional Ethernet switch, supporting up to 48 ports, used in connection with BUNDLED Internet Dedicated service. Other upgraded Ethernet switches, not described here, are also available pursuant to a separate CPE Attachment.

47.1.11 BUNDLED Site Activation Fee. Subject to change, a BUNDLED Site Activation Fee of \$500 and \$150 will be charged respectively for each Internet Dedicated bundle and each Internet DSL bundle at each location.

47.1.12 Service Establishment Fee. Customer will pay a non-recurring Service Establishment Fee as set forth below (subject to change):

Number of active DIDs	Charge per Location
0 – 24	\$200
25 – 75	\$500
76 – 300	\$750
301 – 1,000	\$1000
1,001 - 5,000	\$2,500
5,001 - 12,500	\$4,000
12,501 - 20,000	\$4,500
>20,001 DIDs	Individual Case Basis

47.1.13 Expedited Provisioning (Bundled Pricing). A non-recurring charge ("NRC") will be assessed to Customers who request expedited provisioning of Internet Dedicated

transport – whether the circuit is provisioned by Provider or by another local exchange carrier – in accordance with the Administrative NRC rates set forth in the Guide.

47.1.14 Optional Network Features available with A LA CARTE or BUNDLED pricing. Customer will pay for the optional network features at the following rates, which are fixed for the Term:

Optional Network Features(s)	MRC
Auto Attendant	\$30/instance*
Attendant Console	\$20/configured user
Voicemail	\$5/configured user
* With respect to the Auto Attendant feature, "instance" means each menu of options that a caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.	

47.1.15 Optional Network Features available with ICP with A LA CARTE or BUNDLED pricing. Customer will pay for the ICP-enabled network feature packages at the following rates, which are fixed for the Term:

End User Feature Package	MRC
Intermediate - provides basic telephony features such as call forwarding, 3-way calling, caller ID, etc., plus access to a web-based interface for additional enhanced features, e.g., scheduled call forwarding and Call Blast (an incoming call rings a number of devices simultaneously; also known as "simultaneous ring").	\$5.50/end-user profile
Advanced – provides all the capabilities of Intermediate plus a desktop client (available via download from the ICP website) that includes a soft-phone.	\$7.50/end-user profile
End-User Feature Package Terms and Conditions	
<ol style="list-style-type: none"> 1. Provider expressly disclaims all responsibility and liability for outages and any other problems arising from non-Provider-provided Internet access when ICP is accessed by end-users remotely, i.e., away from Customer's primary service address. 2. Quality of service is not enabled for the soft-phone included with the Advanced feature package. Call quality issues associated with the soft-phone are not covered hereunder or by any other Provider service. As stated in Section 3.13.2 of the Service Attachment, Verizon's VoIP Voice Quality SLA does not apply to soft-phone use. 3. Provider will not conduct any maintenance of any equipment (whether or not supplied by Provider hereunder) nor bear any responsibility for trouble-shooting at any end-user site that is not Customer's primary service address. 4. Trouble tickets involving end-user feature profiles will be routed through Customer's designated Administrator, who will be provided a checklist of the minimum tasks to be completed prior to calling in a trouble ticket. All such trouble-ticket calls will be handled on a commercially reasonable basis. Provider will not dispatch to any end-user location remote from Customer's primary service address. 	

47.1.16 **Discounts.** The following Term discounts are applicable only –

- **Within A LA CARTE and BUNDLED Pricing:** to Simultaneous Call Charges (MRC and Domestic Long Distance rates); Optional Network Feature Charges; DID blocks; and
- **Within BUNDLED Pricing:** to Pricing base MRC; Shadow T1 redundancy; and rental price for the first two (2) Cisco 2950 Ethernet Switches.

<u>Term</u>	<u>Discount</u>
2 years	5%
3 years	10%

Discounts are not available for any other VoIP Services, charges, or features.

47.2 TERMS AND CONDITIONS

47.2.1 **Service Disclaimer.** Customer understands that use of Hosted IP Centrex VoIP Service that includes any unlimited pricing items is restricted in the following manner:

47.2.1.1 Customer may not utilize VoIP Service in any call center environment or in connection with any similar such application.

47.2.1.2 Customer may not use VoIP Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding.

47.2.1.3 Customer may not aggregate traffic from multiple sites into a single site configured with Hosted IP Centrex VoIP Service.

47.2.1.4 Customer's design may not be configured with more than 8:1 oversubscription, i.e., no more than eight DIDs per simultaneous call.

47.2.1.5 Customer may not utilize continuous or extensive call forwarding.

47.2.1.6 Customer may not utilize auto-dialers or any similar type of device in connection with VoIP service.

47.3 **Limitations on VoIP Voice Quality SLA.** Limitations on Provider's VoIP Voice Quality SLA are set forth in Section 46.3.12.2.