

June 5, 2018

## Proposal for Hosted Voice Over Internet Protocol Telephony (VoIP) Service

State of Nebraska State Purchasing  
Contractual Services/RFP 5824 Z1



ORIGINAL

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## **Legal Statement**

### **Informational Purposes Only**

CenturyLink has endeavored to provide responses as requested by the RFP, but our response is not intended to create a binding contractual commitment between the parties without further discussions between the parties. Specifically, our responses and our offer are dependent upon the final solution and information exchanged during discussions between the parties. Therefore, regardless of any condition contained within the RFP, including but not limited to CenturyLink's signature to its submission, the responses are informational only and are provided for your evaluation.

### **Contract and Service Terms**

CenturyLink has provided its exceptions to and alternative language to the terms and conditions contained in the RFP and has attached to this bid response our CenturyLink Contract. CenturyLink is proposing to provide its Services pursuant to the CenturyLink standard contract, service attachments, service exhibits and SLAs attached to this bid response (the "CenturyLink Contract"). If there is any conflict between the responses provided and the CenturyLink Contract, the CenturyLink Contract controls and contains the complete CenturyLink offer. CenturyLink is happy to discuss our responses and the CenturyLink Contract in greater detail upon our further progression in the proposed award of this business to CenturyLink, and we are willing to negotiate and modify it with additional mutually agreed upon terms and conditions as described throughout our response.

### **Critical 9-1-1 Circuits**

To the extent services are provided in the United States, the Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points defined as Critical 911 Circuits in 47 C.F.R. Section 9.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. We require that customers agree to cooperate with CenturyLink regarding compliance with these rules and policies and to notify CenturyLink of all Services customers purchase under the Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

### **Insurance**

CenturyLink purchases sufficient insurance limits to protect the company from risks and liabilities associated with providing its commercial services and products. CenturyLink's standard coverage is in accordance with generally accepted industry standards for the type services and/or work proposed. CenturyLink's Memorandum of Insurance is available at [www.centurylink.com/moi](http://www.centurylink.com/moi)

### **Confidentiality**

CenturyLink's proposal may contain CenturyLink trademarks, trade secrets, and other proprietary information and may not be disclosed to a third party without the prior written consent of CenturyLink. CenturyLink acknowledges that the proposal may be subject to disclosure in whole or in part under applicable freedom of information, open records, or sunshine laws and regulations (collectively, "FOI"). CenturyLink requests that customer provide CenturyLink with prompt notice of any intended disclosures, including copies of copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.

### **Affiliated Companies**

CenturyLink services are provided through affiliated companies. The CenturyLink Contract will identify the legal CenturyLink affiliate providing the services.

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June 5, 2018

Nancy Storant/Annette Walton  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

Dear Ms. Storant and Ms. Walton,

CenturyLink Communications, LLC, (hereafter "CenturyLink") an affiliate of CenturyLink, Inc. is pleased to present this response to your Request for Proposal for Hosted Voice Over Internet Protocol Telephony (VoIP) Service.

CenturyLink has made every effort to respond with accurate and relevant information. Occasionally, it was necessary for CenturyLink to make assumptions to formulate a timely response. Therefore, CenturyLink reserves the right to correct any errors and to modify any responses based on the final solution or information received during further discussions. Notwithstanding anything in this response to the contrary, including CenturyLink's signature on its response, CenturyLink will not be legally bound until execution of a mutually agreed-upon definitive agreement.

In order to extend to State of Nebraska commercially competitive pricing, the basis for any resulting agreement, if awarded to CenturyLink, will be the terms and conditions reflected in the CenturyLink's Master Service Agreement. CenturyLink does not consider its RFP response as a binding agreement for the provision of services nor does CenturyLink's response in any manner convey or infer a blanket acceptance of the State of Nebraska Terms and Conditions attachment, despite anything to the contrary required or requested. CenturyLink agrees to negotiate a final agreement containing mutually acceptable terms with State of Nebraska upon award. If State of Nebraska elects to continue discussions with CenturyLink or to subsequently award the RFP to CenturyLink, then State of Nebraska is deemed to acknowledge and accept the above limitation.

Per your instructions, we have delivered one (1) hard copy of our response to your attention.

Should you have any questions or require additional information, please do not hesitate to contact me at (402) 998-7392.

Best Regards,



**Jon L. Osborne**  
Senior SLED Relationship Manager  
CenturyLink  
118 South 19<sup>th</sup> Street  
Omaha, NE 68102  
(402) 998-7392  
[jon.osborne1@centurylink.com](mailto:jon.osborne1@centurylink.com)



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## Executive Summary

### The State of Nebraska

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), has issued a Request for Proposal (RFP) Number 5824 Z1 for selecting a qualified Bidder to provide Hosted Voice Over Internet Protocol Telephony (VoIP) Service.

### CenturyLink Innovation

CenturyLink would like to thank The State of Nebraska for the invitation to respond to the Request for Proposal Hosted Voice Over Internet Protocol Telephony (VoIP) Service. CenturyLink is an industry-leading, Gartner-recognized, IT solutions company with a high commitment to industry innovation. CenturyLink is committed to offering the best, most advanced, reliable solutions to our customers. What's more, CenturyLink is committed to investment in Nebraska with continued investment in communications and broadband infrastructure throughout the State. Along with the Omaha's CenturyLink Center, our firm invests millions of dollars throughout regional centers to operate our world class network infrastructure and provide a multitude of Voice, Data and Security Platforms to State Local and Federal Governments.

### CenturyLink RFP Solution

CenturyLink is a Tier 1 Provider that can deliver high-quality connective services and products to agencies in Nebraska. We have worked diligently with the State in the last year to fully understand the state's Centrex landscape and have carefully studied the request for proposal.

CenturyLink understand the level of complexity in migrating multi-site Centrex services to a Unified Communication Hosted VoIP platform and has proven so in implementing The State of Iowa ICN, The State of Colorado, The State of Texas, The State of Arizona and the United States Senate. CenturyLink also understand the Federal Governments mandated regulations forcing, compliance-bound public-sector environments.

Due to the complexity and compliance requirements CenturyLink is proposing the Government Unified Communications as a Service (Gov UCaaS) platform. Gov UCaaS is a Hosted PBX platform that is a comprehensive cloud-based Unified Communications solution, powered by BroadSoft's BroadCloud for Government platform, designed specifically to address the telecommunication and collaboration needs of government agencies. Ranging from basic voice telephone services to high-definition multipoint video and mobile integration, CenturyLink Gov UCaaS redefines workplace efficiency in the public sector. Staff can be instantly available via desk phone, PC, tablet or mobile phone, while working from virtually anywhere.

### CenturyLink Government UCaaS Methodology

CenturyLink Gov UCaaS Hosted PBX has been built specifically for governmental agencies and is designed to minimize the obstacles associated with implementing new technology in compliance-bound environments. Several mandates, directives and initiatives were taken into consideration when designing the CenturyLink Gov UCaaS Hosted PBX solution including:

- Federal Risk and Authorization Management Program (FedRAMP)
- Federal Information Security Modernization Act (FISMA)
- Homeland Security Presidential Directive 12 (HSPD-12) – Common Identification Standards
- Federal Data Center Consolidation Initiative (FDCCI)
- Telework Enhancement Act of 2010
- The General Services Administration's Enterprise Infrastructure Solutions contract consolidation initiative
- Section 508 Compliance

The CenturyLink Gov UCaaS Hosted PBX service structure allows multiple locations, with different technology needs, to exist under a single entity's complete control. Each site can service multiple types of users, with features based on the needs of an individual staff member or role. Entity-wide service management portals, site-

specific service management portals and user-specific portals can be granted to provide real-time changes in call handling and features, and at the appropriate level of permission. Access to the portals is achievable only with the appropriate credentials, including PIV card acceptance, in accordance with HSPD-12. Gov UCaaS highlights are as follows:

- Built for the Public Sector, CenturyLink Gov UCaaS is a fully managed Unified Communications as a Service solution designed to meet Federal Security & Cloud Compliance Standards
- Fully integrated with CenturyLink's secure, carrier class network and Public Switch Telephone Network (PSTN)
- Flexible pay-per-use options spanning secure voice, high-definition multipoint video, collaboration, and mobile integration
- Ability to provide Hosted VoIP and/or SIP Trunk on a single management platform for all types of customer location needs

The CenturyLink Gov UCaaS: Hosted PBX is supported by equipment deployed in geographically redundant configuration across two physical data centers. The design of the network is to ensure that, if there is a loss of connectivity to one data center location, the other location can handle the traffic generated by the subscriber base. The equipment deployed and connectivity to each data center is built so that each site is a mirror image of the other. This insures that the CenturyLink Gov UCaaS can provide 100% SLA.

The cPBX network supports a variety of data interconnection methods for both access to customer premise equipment (Access) and connectivity to the CenturyLink PSTN (Network). The methodologies supported include Internet-based connectivity, connectivity via Managed Internet, or connectivity via Virtual Private Networks (VPNs). The underlying design on the access side of the network is that the method of connecting to the network is transparent to the services provided by the BroadCloud for Government solution.

### **CenturyLink Gov UCaaS Options**

CenturyLink understands the size and scope of this project. We also understand the time and man power constraints the State may have in managing the endpoints of a Hosted VoIP solution. As an add-on option to the Gov UCaaS platform CenturyLink can provide a fully managed Hosted VoIP solution that mirrors that of the State of Iowa's ICN. CenturyLink's Gov UCaaS also supports multiple certified CPE including polycom and soon to be certified CISCO phone solutions.

### **CenturyLink Account Team**

CenturyLink's account team will provide the highest level of service to The State of Nebraska, doing our part to ensure that the State's mission is achieved. We have a dedicated account team with a commitment to build a long and mutually beneficial relationship with the state of Nebraska. Our core account team has extensive experience in the industry and a track record of managing contracts, accounts, reporting, billing, and problem resolution.

The local, Nebraska CenturyLink dedicated Account Team consists of the following team members:

- Jon Osborne, Senior SLED Relationship Manager
- Hollie Messinger Senior SLED Relationship Manager
- Jerry Waring, Lead Sales Engineer
- Denise Jackson, CenturyLink Account Consultant
- Kevin Czaicki, Senior Post Sales Engineer
- Cory Skoumal, Service Manager
- Kelly Dial, Regional Engineering Manager
- Michael J. Myers SLED Sales Manager
- LeAnn Coe, SLED Regional Director
- Julie Darrington, Vice President of Operations

Our team prides itself in being customer focused, responsive, and a trusted partner to valued customers such as The State of Nebraska. We provide power companies with innovative solutions for their voice, data and equipment requirements. Our customer service commitment is embraced by our executive team and every person in our company.

#### **CenturyLink's Commitment to Customer Service**

CenturyLink has designed a Hosted VoIP solution that meets the State's needs for innovative Hosted VoIP services. CenturyLink will provide The State of Nebraska with responsive and dedicated technical support. Our bid shows our commitment to providing quality services. Our proposal focuses on meeting and exceeding your expectations as follows:

- The State of Nebraska will have a solution that will meet and exceed specifications and requirements
- The State of Nebraska will have a solution that will minimize telecommunications costs
- The State of Nebraska will have a partner that understands the needs of power companies
- The State of Nebraska will receive of accurate and quick billing
- The State of Nebraska will have service provider that is recognized for excellent customer service

We welcome this opportunity to serve The State of Nebraska's Hosted Voice Over Internet Protocol Telephony (VOIP) needs. We will meet weekly/monthly with the State to understand the company's goals and changing needs, to plan technology refreshes, and to identify ways to reduce costs. CenturyLink values The State of Nebraska's relationship and looks forward to strengthening our relationship with the implementation of CenturyLink's Gov UCaaS platform.

We thank The State of Nebraska for considering CenturyLink and look forward to the next step in the selection process. Please do not hesitate to contact us if there is additional information needed for evaluation.



**Form A****Bidder Contact Sheet****Request for Proposal Number 5824 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	<b>CenturyLink Communications, LLC</b>
Bidder Address:	<b>118 South 19<sup>th</sup> Street Omaha, Nebraska 68102</b>
Contact Person & Title:	<b>Jon Osborne, Senior SLED Relationship Manager</b>
E-mail Address:	<b>jon.osborne1@centurylink.com</b>
Telephone Number (Office):	<b>(402) 998-7392</b>
Telephone Number (Cellular):	<b>(402) 216-1009</b>
Fax Number:	<b>(303) 391-2291</b>

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	<b>CenturyLink Communications, LLC</b>
Bidder Address:	<b>118 South 19<sup>th</sup> Street Omaha, Nebraska 68102</b>
Contact Person & Title:	<b>Jon Osborne, Senior SLED Relationship Manager</b>
E-mail Address:	<b>jon.osborne1@centurylink.com</b>
Telephone Number (Office):	<b>(402) 998-7392</b>
Telephone Number (Cellular):	<b>(402) 216-1009</b>
Fax Number:	<b>(303) 391-2291</b>



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## PROPOSAL SUBMISSION

### 1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

- CenturyLink has read and understands.



## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

**BIDDER MUST COMPLETE THE FOLLOWING**

with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

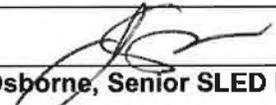
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

**NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

**FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)**

FIRM:	<b>CenturyLink Communications, LLC</b>
COMPLETE ADDRESS:	<b>931 14<sup>th</sup> Street, Suite 900 Denver, Colorado 80202</b>
TELEPHONE NUMBER:	<b>(402) 998-7392</b>
FAX NUMBER:	<b>(303) 391-2291</b>
DATE:	<b>June 5, 2018</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Jon Osborne, Senior SLED Relationship Manager (On behalf of Stephen Arneson, Manager Offer Management)</b>



## CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

**a. BIDDER IDENTIFICATION AND INFORMATION**

*The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.*

■ **CenturyLink Communications, LLC is a Delaware Domestic Limited Liability Company.**

CenturyLink, Inc. is the indirect parent company and is a Louisiana Domestic Corporation. The headquarters is located at 100 CenturyLink Drive, Monroe, Louisiana 71203.

In 1930, William Clarke and Marie Williams purchased the Oak Ridge Telephone Company for \$500 from F.E. Hogan, Sr., there were 75 paid subscribers. The switchboard was relocated to the Williams' front parlor, so the family could man the board 24-hours a day. The exception was between 10 a.m. and 3 p.m. Sundays, when the office closed for church and dinner. Marie wrote out the bills by hand, and eight-year-old son Clarke McRae Williams delivered them on his bicycle. In 1946, Clarke McRae Williams married Mary Kathryn Lee on his return from service in World War II. His parents gave the company to the couple as a wedding gift.

The company was incorporated as Central Telephone and Electronics Corporation in 1968, later changed its name to Century Telephone Enterprises, Inc. in 1971, and then was called CenturyTel, Inc. from 1999 to 2010.

The company began operating under the name CenturyLink following the acquisition of Embarq Corporation in 2009. This acquisition positioned the combined company as the largest independent telecommunications provider and fourth largest telecommunications provider – based on access lines – in the United States.

With the acquisition of Qwest (2010) and Savvis (2011), CenturyLink became a national communications company providing broadband, voice and wireless services to consumers and businesses across the country; advanced entertainment services under the CenturyLink® Prism® TV and DIRECTV brands; and data, voice and managed services to business, government and wholesale customers in local, national and select international markets through its high-quality advanced fiber optic network and multiple data centers.

Over the next 5 years, CenturyLink acquired a number of companies that propelled CenturyLink in its transformation to an integrated provider of advanced IP-enabled network, cloud, hosting and IT services.

Following the divestiture of its data centers and related colocation business to BC Partners in 2017, CenturyLink acquired Level 3 Communications. This transaction positions CenturyLink as the second largest domestic communications provider serving global enterprise customers and will further enable the company to connect its customers to the power of the digital world. Along with millions of consumer customers, the combined company will also have fiber optic networks connecting tens of thousands of business clients and carry internet and corporate data across the U.S., Europe and South America, allowing enterprise customers more bandwidth, better products and greater capabilities to run their business.

**b. FINANCIAL STATEMENTS**

*The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.*

*If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.*

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

<b>Income Statement (All numbers in thousands)</b>	
<b>Period Ending</b>	<b>12/31/2017</b>
<b>Revenue</b>	
Total Revenue	17,656
Cost of Revenue	8,203
<b>Gross Profit</b>	<b>9,453</b>
<b>Operating Expenses</b>	
Research Development	
Selling General and Administrative	3,508
Non Recurring	
Others	3,936
<b>Total Operating Expenses</b>	<b></b>
<b>Operating Income or Loss</b>	<b>2,009</b>
Income from Continuing Operations	
Total Other Income/Expenses Net	12
<b>Earnings Before Interest and Taxes</b>	<b>2,021</b>
Interest Expense	1,481
<b>Income Before Tax</b>	<b>540</b>
Income Tax Expense	(849)
Minority Interest	
<b>Net Income From Continuing Ops</b>	<b>1,389</b>
<b>Non-recurring Events</b>	
Discontinued Operations	
Extraordinary Items	
Effect Of Accounting Changes	
Other Items	
<b>Net Income</b>	
<b>Net Income</b>	<b>1,389</b>
Preferred Stock And Other Adjustments	
<b>Net Income Applicable To Common Shares</b>	<b>1,389</b>

<b>Balance Sheet (All numbers in thousands)</b>	
<b>Period Ending</b>	<b>12/31/2017</b>
<b>Current Assets</b>	
Cash And Cash Equivalents	556,000
Short Term Investments	-
Net Receivables	2,557,000
Inventory	-
<b>Other Current Assets</b>	<b>1,081,000</b>
<b>Total Current Assets</b>	<b>4,194,000</b>
Long Term Investments	-
Property Plant and Equipment	26,852,000
Goodwill	30,475,000
Intangible Assets	12,773,000
Accumulated Amortization	-
Other Assets	1,317,000
Deferred Long Term Asset Charges	-
<b>Total Assets</b>	<b>75,611,000</b>
<b>Current Liabilities</b>	
Accounts Payable	4,070,000
Short/Current Long Term Debt	443,000
Other Current Liabilities	344,000
<b>Total Current Liabilities</b>	<b>4,857,000</b>
Long Term Debt	37,283,000
Other Liabilities	7,567,000
Deferred Long Term Liability Charges	2,413,000
Minority Interest	-
Negative Goodwill	-
<b>Total Liabilities</b>	<b>52,120,000</b>
<b>Stockholders' Equity</b>	
Misc. Stocks Options Warrants	-
Redeemable Preferred Stock	-
Preferred Stock	-
Common Stock	1,069,000
Retained Earnings	1,103,000
Treasury Stock	-
Capital Surplus	23,314,000
Other Stockholder Equity	(1,995,000)
<b>Total Stockholder Equity</b>	<b>23,491,000</b>
<b>Net Tangible Assets</b>	<b>(19,757,000)</b>

<b>Cash Flow (All numbers in millions)</b>	
<b>Period Ending</b>	<b>12/31/2017</b>
Net Income	1,389,000
<b>Operating Activities, Cash Flows Provided By or Used In</b>	
Depreciation	3,945,000
Adjustments To Net Income	(557,000)
Changes In Accounts Receivables	31,000
Changes In Liabilities	(271,000)
Changes In Inventories	-
Changes In Other Operating Activities	(659,000)
<b>Total Cash Flow From Operating Activities</b>	<b>3,878,000</b>
<b>Investing Activities, Cash Flows Provided By or Used In</b>	
Capital Expenditures	(3,106,000)
Investments	-
Other Cash flows from Investing Activities	(5,765,000)
<b>Total Cash Flows From Investing Activities</b>	<b>(8,871,000)</b>
<b>Financing Activities, Cash Flows Provided By or Used In</b>	
Dividends Paid	(1,453,000)
Sale Purchase of Stock	(17,000)
Net Borrowings	6,826,000
Other Cash Flows from Financing Activities	2,000
<b>Total Cash Flows From Financing Activities</b>	<b>5,358,000</b>
Effect Of Exchange Rate Changes	(2,000)
<b>Change In Cash and Cash Equivalents</b>	<b>363,000</b>

Please see CenturyLink's Investor Relations web site at [www.centurylink.com](http://www.centurylink.com). Once on the CenturyLink website, click 'about us' (in the upper right corner) and proceed to Investor Relations for information regarding CenturyLink's financials and to obtain a copy of the most current financial statements including annual reports.

Due to size of CenturyLink, various suits, proceedings, and claims typical for an enterprise business can be pending against CenturyLink at any one time. While it is not possible to determine the ultimate disposition and resolution of any suits, proceedings or claims, and whether they are consistent with CenturyLink's position, CenturyLink expects the outcome of such proceedings, individually or in aggregate, will not have a materially adverse effect on the financial condition or results of CenturyLink operations or its business segments; nor negatively affect its ability to provide the services proposed.

As a public corporation, CenturyLink is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. CenturyLink does not provide detailed information on litigation except through its securities filings. Please refer to CenturyLink's Annual Report on Form 10-K, available on <http://www.centurylink.com/> for a description of certain litigation or claims.

**c. CHANGE OF OWNERSHIP**

*If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.*

- If there is a merger, divestiture, or other change in control at CenturyLink and as a result CenturyLink materially fails to provide Services as required by the agreement, Customer will provide written notice to CenturyLink detailing the failure. If CenturyLink does not cure the failure within a reasonable time, Customer may, after providing written notice, terminate the affected Service elements without Termination Liability.

**d. OFFICE LOCATION**

*The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.*

- CenturyLink  
118 South 19<sup>th</sup> Street  
Omaha, Nebraska 68102

**e. RELATIONSHIPS WITH THE STATE**

*The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.*

- CenturyLink has acted solely as a third-party vendor to the State of Nebraska and has been involved heavily in assisting to expand and maintain their voice and data networks. There are several contract(s) that CenturyLink maintains for the state both including voice and data services.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

*If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.*

- CenturyLink does not have any current employees who were or are assigned the state of Nebraska's account that were employees of the State specifically within the past twenty-four (24) months.

*If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.*

- CenturyLink does not have any employees currently assigned the State of Nebraska's account as of the due date for proposal submission.

**g. CONTRACT PERFORMANCE**

*If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.*

*It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.*

*If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.*

- This question is extremely broad and would require disclosure of information that is confidential and beyond the scope of this RFP. Despite CenturyLink's reasonable efforts to avoid disputes, the sheer volume of contracts entered into by CenturyLink dictates that CenturyLink is occasionally involved in contract disputes. CenturyLink is not aware of any contract terminations or relevant defaults at the time of this response that will have a material negative impact on our ability to provide the services proposed.

#### **h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

*The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.*

*The bidder should address the following:*

1. *Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:*
  - a) *The time period of the project;*
  - b) *The scheduled and actual completion dates;*
  - c) *The Contractor's responsibilities;*
  - d) *For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and*
  - e) *Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.*

#### **■ State of Colorado**

In July 2012, CenturyLink took over management and support of a legacy State of Colorado owned Cisco Call manager platform that served approximately 4,500 users. This responsibility included day to day platform support including monitoring, management and MACD work efforts. Shortly after assuming management control, CenturyLink migrated the State of Colorado off the premise-based Cisco platform and on to a cloud based redundant platform hosted in two (2) CenturyLink data centers. This cloud-based platform became the primary platform over which the State of Colorado Office of Information Technologies delivered dial tone to their user base. As legacy platforms were retired, the users those platforms supported were migrated to the CenturyLink hosted VoIP platform. By December 2017, this platform provides dial tone to approximately 8,500 users. In December of 2017, the State of Colorado was migrated to CenturyLink's Hosted Collaboration Services (HCS) platform and the user base has expanded to approximately 12,500 users. The migration from the hosted VoIP platform to the HCS platform was seamless to the user base and the expansion of HCS to agencies like the Department of Transportation and the Department of Revenue has had minimal end user impacts. CenturyLink project manages each conversion partnering with State of Colorado IT resources.

#### **State of Colorado contact:**

Bernadette Pasillas

IT Manager

[Bernadette.Pasillas@state.co.us](mailto:Bernadette.Pasillas@state.co.us)

(303) 764-7776

#### **Phoenix Union High School District (State of Arizona)**

The Phoenix Union High School District is a high school-only school district in Phoenix, Arizona, United States. It is one of five high school-only districts in the Phoenix area. The Phoenix Union High School District employees 2777 faculty member and educates 27,031 students. Phoenix Union High School District had a very old legacy phone system in which they consistently had problems maintaining lines and equipment. Working closely with CenturyLink they decided in 2015 to look for option to replace the antiquated system. Through consultation they determined that they did not want to be in the business of maintaining a phone system and could utilize their resources in other areas. CenturyLink was able to provide a solution. CenturyLink implemented a managed VoIP solution that was scheduled to replace 3400 phones at 18 different locations. The implementation plan was scheduled to take place over 2 years. The implementation plan included migrating the lines incrementally with then less populated locations first then the other locations. The plan had a 2015 start time and 2017 completion time in which all deadlines for implementation where met in converting to the new platform.

**Phoenix Union High School District contact:**

Amy Remfrey

IT Manager

[remfrey@phoenixunion.org](mailto:remfrey@phoenixunion.org)

(602) 764-1202

**State of Iowa (Iowa Communication Network ICN)**

The ICN, a state agency, is the country's premier distance learning and state government Network, committed to continued enhancement of distance learning and providing Iowans with convenient, equal access to education and government. In March 2015, the State of Iowa and the Iowa Communications Network entered into a public private partnership to migrate the State from their existing four Siemens voice platforms onto the CenturyLink BroadSoft VoIP platform. The scope encompasses roughly 13,000 seats on the State Capital Complex as well as State offices, K-12, Public Libraries, and Higher Education facilities. CenturyLink has responsibility for installing, monitoring and managing all seats, switches, routers and public facing Network. The Iowa Communications Network continues to be the interface to the end user locations and takes all first call responsibility using their Network Operations Center. As part of the project, CenturyLink created a State only tenant inside of our BroadSoft platform which runs in a high availability geographically diverse configuration. The Iowa Communications Network plans to have all existing phones migrated by the third quarter of 2018 and will continue to add new locations throughout the life of the project.

**State of Iowa – Iowa Communications Network contact:**

Randy Goddard

Business Services Bureau Chief

[Randy.Goddard2@iowa.gov](mailto:Randy.Goddard2@iowa.gov)

(515) 725-8930

2. *Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.*

**■ CenturyLink will not be using any subcontractors for the proposed solution.**

3. *If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.*

**■ CenturyLink will not be using any subcontractors for the proposed solution.****i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

*The bidder should present a detailed description of its proposed approach to the management of the project.*

*The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.*

*The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.*

*Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.*

**■ Jon Osborne - Senior SLED Relationship Manager**

Office (402) 998-7392/Cell (402) 216-1009

[jon.osborne1@centurylink.com](mailto:jon.osborne1@centurylink.com)

The Account Manager's primary responsibility is to understand your company's business goals and objectives, and to formulate solutions that help you attain these goals. The Account Manager directs and coordinates the efforts of the team assigned to your account. Other responsibilities include:

- Assumes account responsibilities for new business applications, solution development, strategic long-term planning, and resource allocation.
- Provides consulting services on existing and new technologies that include voice, data, video, network and hardware applications.
- Responsible for contract drafting and compliance.
- Serves as first level escalation point for relationship and service impacting situations.

**Denise Jackson - Account Consultant**

(419) 528-6059

[denise.r.jackson@centurylink.com](mailto:denise.r.jackson@centurylink.com)

The Account Consultant (AC) is responsible for service support for your network. The AC provides tactical day-to-day contact and acts as a consultant for the customer, the Account Team, and CenturyLink internal departments. Other responsibilities include:

- Acts as an advocate and escalation point for billing issues as required.
- Manages provisioning for services at the DS3 and above level.
- Provides project management on Moves, Adds, Changes (for projects that do not have an assigned project manager).
- Monitors and acts as the customer advocate with regard to Service Quality and provides escalation assistance as required.
- Works with System Engineers to provide alternatives / solutions.
- Manages contracts and handles contract renewals for network services.
- Handles orders for new or changes to 8XX services and updates to long distance VNS services

**Justyn Hauck - Pre-Sales Engineer**

(605) 977-2827

[justyn.hauck@centurylink.com](mailto:justyn.hauck@centurylink.com)

In addition to ensuring that all recommended solutions meet or exceed requirements, the engineers are responsible for:

- Providing designs, technical guidance and alternatives for hardware and network opportunities.
- Providing consultative services on voice, data, and video applications.
- Assisting in strategic planning and disaster recovery planning and solution implementation.
- Pricing of complex products

**Kevin Czaicki - Post Sales Engineer**

Office (573) 886-3345 / Cell (573) 814-9714

[kevin.czaicki@centurylink.com](mailto:kevin.czaicki@centurylink.com)

The Post Sales Engineer provides you with a single point of contact for escalating and tracking any major service outages. The Service Manager responsibilities include:

- Provide single point of contact for Tier 2 service and maintenance escalations, i.e.: when the established escalation process fails, provide 24 x 7 escalation and support. This will include gathering technical resources as needed. Provide data and feedback to other internal organizations on chronic facilities shortages and performance issues. Resolution of any network problems that you may encounter - this includes escalation within CenturyLink as required.
- Analyze customer/network outages for chronic issues and initiate action to remedy future recurrences.
- Assist in preparing contingency plans in the areas of diversity and disaster recovery.

- Provide support, coordination, and guidance on quality service delivery processes and promote process improvement.
- Provide Service Level Agreement (SLA) management, chronic case management, and Reason For Outage (RFO) reporting

**Toni Marshall - Service Delivery Coordinator (SDC) - Provisioning**

(800) 772-9313 x2312012128

[toni.marshall@CenturyLink.com](mailto:toni.marshall@CenturyLink.com)

The Provisioning SDC is your dedicated contact for the provisioning of service DS1 and below. They are responsible for managing the design/non- designed service order activity to ensure timely order completion. The SDC works directly with the Account Team and customer to resolve outstanding customer issues and provide end to end order management. Responsibilities include:

- Recommend improvements to corporate/regional processes that hinder the delivery of exemplary customer service.
- Ensure all services provided comply with State Tariffs and FCC Regulations.
- Engage other departments to assist with resolution of customer provisioning concerns.
- Issue all service order requests and manage all requests through the DS1 level.
- Responsible for order entry, status notification, escalation, jeopardy tracking, error resolution, and timely order completion.

**Carly Brant - Service Delivery Coordinator (SDC) Billing**

(800) 772-9313 x2312016625

[carly.brant@CenturyLink.com](mailto:carly.brant@CenturyLink.com)

**Parnell Davis - (SDC) Billing**

(800) 772-9313 x2312012564

[parnell.davis@CenturyLink.com](mailto:parnell.davis@CenturyLink.com)

The Billing SDC is your dedicated contact for billing related questions and resolving any outstanding billing issues. Responsibilities include:

- Ensure all services provided comply with State Tariffs and FCC Regulations.
- Engage other departments to assist with resolution of customer billing concerns.
- Ensure billing credits and adjustments are applied correctly and in a timely manner.
- Investigate and respond to billing inquiries.

**Management Contacts**

TITLE/DEPARTMENT	NAME	PHONE	CELL	E-Mail
Sales Manager	Michael Myers	(515) 330-8852	(515) 330-8852	<a href="mailto:Michael.J.Myers@centurylink.com">Michael.J.Myers@centurylink.com</a>
Sales Director	LeAnn Coe	(651) 312-7085	(612) 916-3855	<a href="mailto:LeAnn.Coe@CenturyLink.com">LeAnn.Coe@CenturyLink.com</a>
Sales Engineer Manager	Kelly Dial	(651) 312-7072	(612) 267-9554	<a href="mailto:Kelly.Dial@CenturyLink.com">Kelly.Dial@CenturyLink.com</a>
Sales Support Manager	Mary Anderson	(402) 998-7386	(402) 215-2282	<a href="mailto:Mary.Anderson1@centurylink.com">Mary.Anderson1@centurylink.com</a>
Provisioning SDC Manager	Jon Klava	(612) 399-7733	(612) 399-7733	<a href="mailto:Jon.Klava@CenturyLink.com">Jon.Klava@CenturyLink.com</a>
Billing SDC Manager	Peg Woods	(651) 312-7012	(612) 272-1373	<a href="mailto:Peg.Woods@CenturyLink.com">Peg.Woods@CenturyLink.com</a>
Sales Support Director	Beth Mitchell	(602) 716-3630	(602) 573-2414	<a href="mailto:Beth.Mitchell@CenturyLink.com">Beth.Mitchell@CenturyLink.com</a>
V.P. Sales	Ken Lanzel	(602) 716-3551	(602) 505-6090	<a href="mailto:Ken.Lanzel@centurylink.com">Ken.Lanzel@centurylink.com</a>

Due to Human Resources and privacy issues, CenturyLink does not supply detailed resumes or references for our employees. CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Our team members go through extensive training and experience before being assigned to an account. We are very confident that you will be very pleased with the level of support you will receive from your Account Team.

**j. DEDICATED SUPPORT AND REPAIR TEAM**

*The bidder must provide a single point of contact who is qualified to support the activities of order, installation and repair. The bidder must provide a list of personnel who will be assigned to the contract resulting from this RFP, as well as a current resume for each.*

*The State reserves the right to require the Contractor to replace any account team representative when the State determines that their performance is less than satisfactory. The Contractor must agree to make any requested replacement within 30 calendar days.*

*The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises.*

■ **Implementation and Project Management:**

Your Account Consultant, Denise Jackson, is the central point of contact for all orders during the Provisioning and Implementation process. She will coordinate and inform all parties during this period. Denise will ensure that all of the steps listed below are thoroughly handled in a timely manner.

Denise will:

- manage the provisioning process to ensure circuits are completed within standard interval. She will manage orders to the Job Step interval in CenturyLink's Provisioning Systems.
- monitor all orders to ensure that there are no provisioning delays or system generated errors.
- produce a customized comprehensive spreadsheet, which will be sent to the customer and account team, containing up to date status and information for all orders.
- escalate orders to provisioning that are not on track with Standard Intervals and will involve management to escalate within the Provisioning and Engineering organizations.
- coordinate the circuit activation with the Customer, Sales Engineering and CenturyLink Provisioning.
- schedule the turn-up with the customer and the Service Manager

Post-sales Engineers will also be utilized for technical escalations during the provisioning process. Management escalations will go through the AC Team Lead and their management.

Denise will coordinate all conference calls and the Service Manager will be present or available by office telephone, cell phone or pager. The level of involvement on an activation is dependent on the type and size of the implementation. The Service Manager will be present during all complex installs.

Due to Human Resources and privacy issues, CenturyLink does not supply detailed resumes or references for our employees. CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Although CenturyLink works closely with customers to try to reach a good match between customer and Account Team, and with as little turnover as possible, ultimately the responsibility of assigning employees lies with CenturyLink to best meet the needs of the business.

CenturyLink has read and understands the State's request. CenturyLink has provided the list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts should be called in the order of the list below. All individuals listed below has the authority to expedite the installation and/or restoration of State service and is willing to work directly with OCIO personnel 24 hours a day, 365 days a year.

**Kevin Czaicki** - Post Sales Engineer  
Office (573) 886-3345 / Cell (573) 814-9714  
kevin.czaicki@centurylink.com

The Post Sales Engineer provides you with a single point of contact for escalating and tracking any major service outages.

**Jon Osborne** - Senior SLED Relationship Manager  
Office (402) 998-7392/Cell (402) 216-1009  
jon.osborne1@centurylink.com

The Account Manager directs and coordinates the efforts of the team assigned to your account.

**Hollie Messinger** - Senior SLED Relationship Manager  
Office (402) 998-7303 /Cell (402) 540-2167  
Hollie.E.Messinger@centurylink.com

The Account Manager directs and coordinates the efforts of the team assigned to your account.

**Michael J. Myers** – Manager SLED Sales  
Office (515) 330-8852/ Cell (515) 330-8852  
Michael.J.Myers@centurylink.com

The SLED Manager provides a manager contact for your Post Sales Engineer and your Senior SLED Relationship managers.

**Peter Thompson** – Manager Post Sales Engineer II  
Office (602) 512 2691/ Cell (602) 577-2099  
Peter.Thompson@CenturyLink.com

The Manager Post Sales Engineer II provides a manager contact for your Post Sales Engineer. The Manager Post Sales Engineer II will act as a back up to your post sales engineer.

**Beth Mitchell** – Senior Director of Support and retention  
Office (602) 716-3630 / Cell (602) 573 2414  
Beth.Mitchell@CenturyLink.com

The Senior Director of Support and retention is the contact at the Director Level and provides a Director contact for your Manager Post Sales Engineer II.

**k. PERSONNEL AND MANAGEMENT APPROACH**

*A major factor in the success of the Project is the degree of collaboration between Contractor staff, the OCIO, and Agency staff. The Contractor is expected to work with key OCIO stakeholders, management and subject matter experts throughout the business and technology enterprise when conducting the project activities and developing the work products and deliverables. The Contractor is required to propose a project approach that incorporates the involvement of the OCIO staff in order to obtain information and feedback necessary to produce quality work products and deliverables.*

*In recognition of this, the OCIO has established a dedicated project team and management structure that will participate with the Contractor on the project. The bidders shall propose a project approach that incorporates assignments to the OCIO staff to affect knowledge transfer and collaborate in producing project deliverables. The meaningful participation of the OCIO throughout the project is critical to the successful operation of the VOIP system. While OCIO staff will participate in all contract activities, the Contractor remains responsible for the creation of all deliverables.*

- CenturyLink's Project Coordinator will assign tasks to both the CenturyLink account team as well as the State of Nebraska's dedicated project team.

**i. PROJECT MANAGER**

*The Bidder's proposal must describe policies, plans and intentions with regard to maintaining continuity of key personnel and the implementation team assigned to the project to avoid and minimize the impact of necessary staff changes.*

- CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Although CenturyLink works closely with customers to try to reach a good match between customer and Account Team, and with as little turnover as possible, ultimately the responsibility of assigning employees lies with CenturyLink to best meet the needs of the business.

**m. SUBCONTRACTORS**

*If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:*

- a) *name, address, and telephone number of the Subcontractor(s);*
- b) *specific tasks for each Subcontractor(s);*
- c) *percentage of performance hours intended for each Subcontract; and*
- d) *total percentage of Subcontractor(s) performance hours.*

- CenturyLink will not be using any subcontractors for the proposed solution.



# TECHNICAL PROPOSAL



## TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations,
- d. Attachments A, B, and/or C,
- e. Detailed project work plan; and
- f. Deliverables and due dates.

- CenturyLink Government Unified Communication as a Service (UCaaS) is a set of core business telecommunications and advanced hosted communications solutions for complete or partial replacement of existing phone systems with enhanced Unified Communications features as optional components. It is designed to allow multiple-location agencies to communicate as if located under a single roof and provides the convenience of centralized management. CenturyLink Government UCaaS can significantly reduce technology evaluation burdens and ease approval processes by considering security standards and mandates and providing compliance transparency to agencies.

Cloud computing is driving a fundamental shift in the way organizations and agencies are approaching their communications and collaboration needs. Governments and regulated industries are seeking to leverage the benefits of cloud computing to help reduce spending and increase security and privacy. CenturyLink has combined BroadSoft's best-in-class, cloud-based unified communications software with our top-tier networking to deliver a solution designed to meet the requirements of government agencies. Our UCaaS offering provides multi-site workplaces with an affordable, FedRAMP-compliant unified communications solution upon completion of the FedRAMP accreditation cycle already in progress.

Our cloud-based solution is fully integrated with our carrier-class network and expands upon our existing portfolio of Hosted VoIP and SIP Trunking offerings. We help federal and state governments meet their unique security and privacy requirements and make everything available on our General Services Administration (GSA) Schedule 70, EIS, NetworX, NASPO ValuePoint, various state and local contracts and other open market options.

UCaaS solutions are especially beneficial for organizations, IT leaders and agencies who want to:

- Increase Security and Privacy – Designed for mandated, compliance-bound public-sector environments like: FedRAMP, FISMA, HPD-12, HIPAA and more
- Reduce Cost and IT Complexity – Predictable pay-as-you-go costs, configure phone services quickly and free up IT resources
- Improve Collaboration and Engagement – Access unified communications features and integrate with mobile and desktop communication applications for improved productivity
- Retire Legacy PBXs/Phone Systems – Move phone and communications services to the cloud with greater confidence and flexibility
- Enable Work-from-Virtually-Anywhere Mobility – Extend phone services to authorized mobile devices

CenturyLink's understanding of the project is that the State of Nebraska OCIO needs a reliable, redundant, easily managed carrier-hosted Unified Communications solution that will replace your current combined Cisco UC, PRI and Centrex telecommunications platform.

As requested, the CenturyLink Government UCaaS solution's application hardware, software, licensing, and all associated equipment infrastructure up to the voice gateway at each State of Nebraska datacenter will be owned and maintained by CenturyLink. The solution is designed around four essential components: **CenturyLink Managed Network, Handsets, Seats (TNs or DIDs), and Onsite services.**

### CenturyLink Managed Network

The CenturyLink Government UCaaS hosted VoIP solution will be delivered on CenturyLink's IQ network -- engineered to be robust and redundant, so you can count on reliable service. Our IQ Private (MPLS) circuits provides quality of service (QoS), providing the voice service priority over other data traffic. This will provide the state with quality voice service. Please refer to the appendices for the service level agreements (SLAs) for our Hosted VoIP services, and our IQ Networking services.

This CenturyLink IQ network is the Managed Network infrastructure required to deliver the proposed UCaaS solution to the OCIO aggregation points in the Lincoln and Omaha data centers. This network connectivity includes 1Gb Ethernet local loops to CenturyLink's Omaha and Lincoln IQ Networking Access POPs for connectivity to CenturyLink's IQ Private MPLS network edge devices for transport into the CenturyLink IP backbone and BroadSoft Hosted VoIP platform. CenturyLink has designed redundancy and diversity from the State of Nebraska datacenters into the CenturyLink MPLS network, which then extends into redundant BroadSoft datacenters to ensure business continuity for the State of Nebraska. In this design, there is one point in which services converge into a single building in Omaha, however we will provide equipment diversity in that location. We chose this design to be the most cost effective for the State of Nebraska. Should you decide that diversity design is not satisfactory, we can absolutely modify our proposal for the Lincoln location to be backhauled to Des Moines to give you additional diversity. A high-level diagram of the solution can be found in the appendices.

The CenturyLink Government UCaaS solution will be monitored and managed to the voice gateway router included in the IQ Private MPLS network transport bundle. To be transparent, it is our understanding that the State of Nebraska wishes to manage their own network beyond the voice gateway across your statewide infrastructure. CenturyLink is willing to design to this specification, making it clear that our SLA will end at the voice gateway at each datacenter, as we will not have management visibility or control beyond that point. However, should the State of Nebraska OCIO decide upon award, or even after, that it would be preferable to allow CenturyLink to manage the solution all the way to the endpoints, that service is available to the State of Nebraska for additional fees. The makeup of that quote will take more discovery than was defined in this Request for Proposal, therefore those fees are not included in this response.

### Handsets

CenturyLink's proposed Government UCaaS solution includes as its endpoints Polycom SoundPoint IP Telephones. The SoundPoint IP family features comprehensive, interoperable, high-quality IP phone solutions for businesses and enterprises of all sizes. Polycom and CenturyLink Government UCaaS deliver a complete end-to-end, fully-integrated VoIP solution that ensures seamless certified interoperability. Polycom is based on open architecture standards for both voice and video.

Please note that CenturyLink has also recently tested Cisco handsets for the proposed solution and can soon offer the State of Nebraska those handset options for an additional cost should that be your preference.

*BE AWARE: We always recommend you choose one vendor or the other -- for end user training and support reasons.*

### Seats

CenturyLink Government UCaaS offers five seat types; Basic, Standard, Premium, Dial Tone and Messaging. CenturyLink offers a set of foundation features for all seat types:

Base Features		
Authentication	External Calling Line ID Delivery	Office Anywhere Portal
Call Park/Retrieve	Group Call Park / Pickup	VLAN Tagging Support
Call Queue (1 per site)	Group Paging	Voice Portal
Class of Service	Intercept Group	Intercept User
Outgoing Call Plan Management	External Calling Line ID	Internal Calling Line ID

Optional Features		
Call Queue (more than 1 included)	Meet-me-Bridge (per bridge instance)	Meet-me-Conference (per host ID)
Music On Hold		

Additional features are specific to individual seat types. Below, please find the features associated with each specific seat type:

Seat Type: Basic	
FedRAMP Certified	Enterprise Phone Directory
Alternate Numbers with Distinctive Ring	Extension Dialing, Variable Length
Analog Hotline	Feature Access Codes
Call Forwarding Always	Inbound Caller ID (Number)
Call Forwarding Busy	Main Number Outbound Caller ID
Call Forwarding No Answer	Multiple Line Appearance
Call Hold & Resume	Personal Phone Directory
Call Logs w/ Click to Dial	Outbound Caller ID Blocking
Call Queue Agent	Selective Call Rejection
Call Redial	Speed Dial 100
Call Return	T.38 Fax Support
Call Transfer (Attended & Blind)	3-way Calling
Call Waiting (up to 4)	User Web Portal
Call Waiting ID	Video (point to point)
Do Not Disturb	

**BE AWARE:** Basic seats DO NOT INCLUDE VOICEMAIL.

Seat Type: Standard	
Includes all Basic features	Office Anywhere
Includes UC-One App Bundle	Pre-Alert Announcement
Inbound fax to email	Priority Alert
Anonymous Call Rejection	Privacy
Barge-In Exempt	Push-to-talk
Business Continuity (CFNR)	Remote Office

Busy Lamp Monitoring	Selective Call Acceptance
Call Forwarding Selective	Sequential Ring
Call History	Shared Call Appearance (5)
Call Notify	Simultaneous Ring
Hoteling (Guest)	Unified Messaging
Executive/Executive Assistant	Visual Voice Mail
Mobility	Voice Mail
N-way Calling (6)	

### Seat Type: Premium

Includes all Basic Features	Directed Call Pickup
Includes all Standard Features	Directed Call Pickup with Barge-In
Includes UC-One App Bundle	Hoteling (Host)
Includes UC-One Collaboration Bundle	Shared Call Appearance (35)

### Seat Type: Dial Tone (Lobby)

FedRAMP Certified	Extension Dialing, Variable Length
Analog Hotline	Feature Access Codes
Call Redial	Main Number Outbound Caller ID
Call Waiting for up to 4 Calls	Multiple Line Appearance
Call Waiting ID	Outbound Caller ID Blocking

### Seat Type: Messaging

FedRAMP Certified	Feature Access Codes
Inbound fax to email	Inbound Caller ID (Number)
Call Redial	User Web Portal
Call Waiting for up to 4 Calls	Unified Messaging
Call Waiting ID	Visual Voice Mail
Extension Dialing, Variable Length	Voice Mail

Unified Communications Bundles are also available, dependent upon seat type:

### Bundle Type: App Bundle (included in Standard & Premium Seats)

Microsoft Windows Support	Headset Support
Apple OSx Support	In-Call Controls
Google Android Support	Native Mobile Network Calling
Apple iOS Support	Notifications
Voice & Video Calling - VoIP	Outlook Add-In
Call History	Outlook Directory Integration
Call Setting Control	Twin to Office Phone
Click to dial from Desktop Phone	UC One Skype for Business Add-in
Enterprise Phone Directory Integration	

<b>Bundle Type: Collab Bundle</b> <i>(included in Premium Seat only)</i>	
Contact Management Tools	MyRoom Collaboration:
Desktop Sharing (1:1)	Desktop Sharing (Host)
File Sharing	Desktop Sharing (Participant)
Instant Messaging (1:1)	Guest Client Access
Instant Messaging History	Group Chat w/ History
Outlook Calendar Integration	Moderator Controls
Rich presence	Audio Conferencing
	Video Conferencing

The CenturyLink Government UCaaS solution does support connectivity for analog stations via Analog Terminal Adapters, specifically Cisco SPA122 ATA, on any seat type.

Business Communicator Soft Client is an add-on feature for existing standard or premium seats. This add-on feature allows for the user to use their desk phone from anywhere they have an internet connection and a computer or Smartphone. The number of softphone clients must be equal to, or less than, the number of seats in the design -- in fact, all seats in a solution may be softphones only.

### Sample Business Communicator Screenshots



Enhanced 911 is an advanced 911 service that associates an address with the incoming call to a public safety answering point (PSAP). This allows emergency services to locate the caller without the caller having to verbally provide that information. Emergency 911 dialing provided with CenturyLink IP Voice products is not traditional 911 emergency dialing.

Hosted VoIP allows the end user to update their 911 address via the portal anytime a day. After phone number set up and porting on the original order, or MACD, CenturyLink passes provisions 9-1-1 information based on precise "geo-coded" based coordinates. Administrators and users are required to update location information when a temporary move occurs. Updated can be done in the end user portal and if approved, will update under 15 minutes. Nomadic or V911 is provided to every phone numbers provisioned with the

service. CenturyLink Government UCaaS handsets can be moved to a temporary location (a V911 covered location other than the original location where the service was installed) for a maximum of 6 months due to taxing rules.

#### Onsite Services

CenturyLink will provide installation of the switches in each datacenter, and installation of the voice gateways at each datacenter. The State of Nebraska is responsible for LAN/WAN connectivity beyond that. Handsets are designed with a "phone home" provisioning URL that allows an auto-setup on the network. However, CenturyLink is willing to deploy handsets at each site for a nominal one-time per handset charge should the State of Nebraska prefer that option.

#### Implementation

Below is a high-level description of the steps required to implement the proposed solution. A more detailed version can be found in the appendices.

Step 1: Sign your contract and return to our sales team to begin your Hosted VoIP installation.

Step 2: We will introduce you to your project coordinator, account consultant, and system designer. This team will confirm your roles and responsibilities—as well as ours—with an overview of the proposed solution.

Step 3: CenturyLink enters your order and starts provisioning. This includes:

- installation of data transport circuit
- shipment of hardware
- introduce your system designer and discuss your end users training needs
- set up your end users in the VoIP portal

Step 4: CenturyLink installs your service

- install site hardware
- train your end users (system designer)

Step 5: CenturyLink ports your telephone numbers

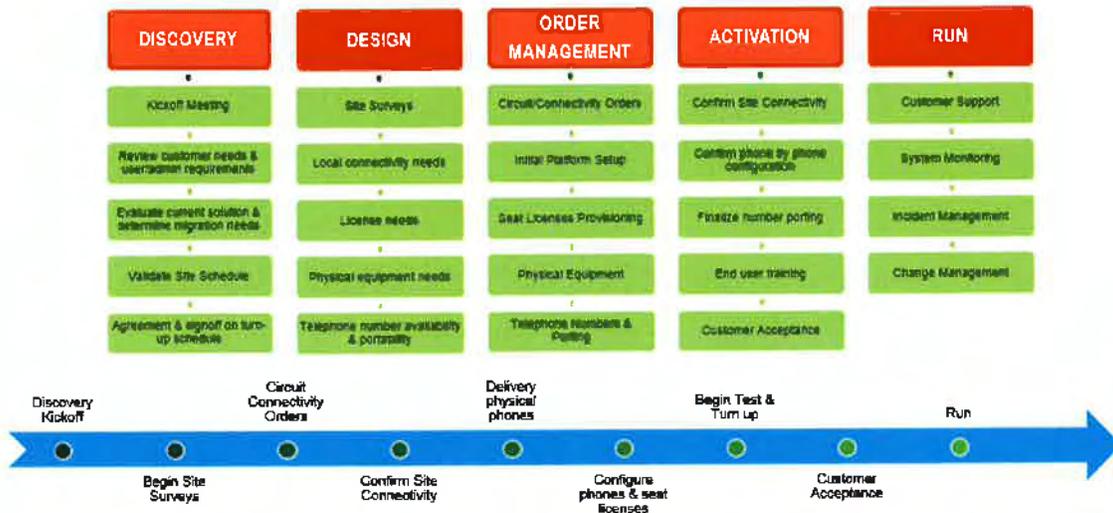
- Select date & time to port your telephone numbers
- Activate VoIP services

Please note that the above outline is high level. CenturyLink is aware of the size and complexity of the State of Nebraska opportunity, and therefore would like to point out that once the service is turned up to the datacenters, that migration of individual sites/departments/agencies will be planned with Project Management and scheduled based upon what works for the State of Nebraska.

# Implementation Methodology



Activities





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## Attachment B

### **Mandatory Requirements Checklist (MRC) Option B: Carrier Hosted Solution Request for Proposal Number 5824 Z1**

*Bidders must respond to the Mandatory Requirements Checklist using the matrix format provided and must not change the order or number of the requirements.*

*The responses in the MRC must indicate that the bidder intends to comply with each individual requirement by initialing the Acceptance box. Initialing the box with a no will be considered as not meeting the requirements of the bid and the bidder's proposal will be disqualified.*

	<b>Mandatory System Requirements</b>	<b>Y/N</b>
MSR - 1	The bidder's solution must provide call forwarding, both inside and outside of the system.	Y
MSR - 2	The State will use telephone sets in line with computer workstations. All telephone sets provided by the Contractor must include an internal switch.	Y
MSR - 3	The bidder's solution must provide call transfer and redial inside and outside of the system.	Y
MSR - 4	The bidder's solution must provide caller ID capability for both the called and calling party. This feature must apply to internal and external calls.	Y
MSR - 5	Telephone sets must support Power over Ethernet (PoE) IEEE standard 802.03af.	Y
MSR - 6	The System must be configured so that all internal calling will be 10 Digit dialing. All local calling will be dialed using 9 + xxx-xxx-xxxx, and toll calling dialed using 9 + 1-xxx-xxx-xxxx.  <b>■ Government Unified Communications as a Service (Gov UCaaS) platform uses 10 digit dialing for local dialing and 1+10 digit dialing for toll dialing. Numbers on-net dialed as 10 digit (NPA+xxx+xxxx) continues to be processed as on-net calls and are distinguished by the platform.</b>	Y
MSR - 7	The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises.	Y
MSR - 8	Bidder's solution must be capable of restricting toll, and/or international calling from stations designated by the State. Bidder must also restrict dialing to 900/976 numbers.  <b>■ This setting can be implemented at a per site or per user level, from the Gov UCaaS system administration portal – MySite</b>	Y
MSR-9	In most cases the State will be utilizing existing telephone numbers. The Contractor's system must be capable of supporting telephone numbers ported from existing Centrex carriers. The OCIO will place orders for porting if necessary. The Contractor must provide the OCIO with reject information or Firm Order Commitment immediately upon receipt from the surrendering carrier. Describe your process for porting numbers from other carriers.	Y
MSR-10	The Contractor must be able to provide new telephone numbers when requested in each city on Attachment D. It is preferable that the Contractor reserve blocks of numbers in each community for use by the State.	Y
MSR-11	Bidder's solution must include all necessary connectivity to the Public Switched Telephone Network at no additional cost.	Y
MSR-12	Bidder must route all out bound toll calls to the State's contracted toll carrier, if requested, at no additional cost to the State.  <b>■ Gov UCaaS offer includes PSTN connectivity to CenturyLink and therefore provides toll calls through CenturyLink.</b>	Y
MSR-13	Unless otherwise mutually agreed to in writing, the Contractor will, during the contract period, maintain any and all software and licensing products at the most current version or no less than one version back from the most current version at no additional charge, provided that such third-party software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services. Any patches made available by equipment manufacturers must be applied by the Contractor at a time and date mutually agreed upon.  <b>■ Gov UCaaS platform is a cloud offer and is operated in the most current version of the platform, at no additional cost</b>	Y
MSR-14	All bidders must be certificated by the Nebraska Public Service Commission (NPSC) as an LEC or CLEC in every city as noted on Attachment D.	Y
MSR-15	Contractors must provide service in all of the city's listed on attachment D.	Y
MSR-16	The Contractor must provide for total security of information and its services. This must	Y

	include holding all databases and call records as confidential. With the exception of requests made by Law Enforcement agencies and the OCIO, the Contractor may not release information concerning call records. The Contractor may not provide any information concerning service covered by this contract to any individuals or entities who engage in any form of telemarketing. The Contractor may not market their products or services to any State agency except the OCIO without prior written permission.	
MSR-17	The Contractor must provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven (7) days a week. Upon notification, the Contractor must repair trouble as soon as possible. A report of trouble clearance should be furnished to the State employee who reported the trouble within one hour of trouble clearance. A copy of the written trouble ticket should be provided to the State, when requested. If correction has not occurred within 8 hours, a report should be provided showing the plan to correct the problem inclusive of a projected correction time. The centralized trouble reporting center must provide notification to the State immediately after any occurrence of a service affecting network failure condition when the State has not previously reported such failure.	Y
MSR-18	The bidder must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain.	Y
MSR-19	The bidder must provide Service Level Agreements (SLA)s that are applicable to the service being proposed	Y
MSR-20	The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response. The plan must include back-up and alternative facilities/resources, plans, procedures, conditions, authorizations, response and recovery times, statistical history including MTTR, and other information needed to assess and ensure the Contractor's capability to recover with a minimum of service disruption or degradation. In the event a major outage occurs, response and recovery must begin immediately. The Contractor must restore service as soon as possible.  ■ Please refer to Appendix A – Redundancy.	Y
NSR-21	The bidder must provide monthly costs for lines, telephone sets, voicemail, and unified messaging. Multiple monthly rates for categories of service (ie. Basic, Standard, and Premium) are permissible and must be included in the bidders cost proposal. Monthly rates must include all costs associated with service to include, but not limited to equipment, licensing, software, and maintenance. Monthly rates may not increase over the term of the contract or subsequent renewals and extensions. Each rate should include a complete description of the telephone set provided along with a list of features that are included. Individual line rates must include any Federal Access charges, Carrier Access Line charges, Access Recovery Charges, and any other regulatory charges. Bidder must be able to provide service to ALL locations listed on Attachment D and the bidder must submit a single rate for all locations.	Y
MSR-22	Telephone sets must be repaired or replaced guaranteed and supported for the life of the contract	Y
MSR-23	The bidder's solution must provide music on-hold.	Y
MSR-24	Hunt Group capability must be available with the bidder's solution.	Y
MSR-25	Ring down capability must be available with the bidder's solution.  ■ Gov UCaaS platform supports ring down capability with analog telephone adapter devices.	Y
MSR-26	The bidder's solution must be able to provide IP to analog conversion where needed	Y

<b>Mandatory Voice Mail Requirements</b>		<b>Y/N</b>
MVMR-1	The bidders proposed solution must include a centralized Voice Mail system.	Y
MVMR-2	The bidders proposed system must provide "announcement only" mailboxes where the caller cannot leave a message.	Y
MVMR-3	The State requires Unified Messaging.	Y

MVMR-4	The bidders proposed solution must include Automated Attendant features.	Y
MVMR-5	The proposed voice mail/unified messaging system must accommodate multiple levels of Automated Attendant menus of various lengths.	Y
MVMR-6	The proposed Automated Attendant must support automatic time, day, night and holiday routing schedules. (ie. Route calls to various destination numbers based on day/time).	Y

<b>Mandatory State Network Requirements</b>		<b>Y/N</b>
MSNR-1	<p>The State does not allow the utilization of Multicast. Does the proposed solution require the use of Multicast to support any of the proposed features?</p> <p><b>■ Gov UCaaS platform currently does not operate any features that require multicast. Typically, multicast is required for features that involve broadcasting over endpoint speakers. Gov UCaaS platform offers a group paging feature which allows up for one-way group page to up to 75 target users by dialing a specific extension. This group paging feature does not use multicast.</b></p>	Y
MSNR-2	<p>The State requires the use of 802.1x for network devices.</p> <p><b>■ Gov UCaaS platform operated with tested Polycom VVX devices supports 802.1x authentication. Cisco MPP phones – pending testing</b></p>	Y
MSNR-3	<p>The bidders proposed solution must be capable of operating across an encrypted WAN link</p> <p><b>■ Gov UCaaS platform is operated under NIST 800-53 guidelines where calls are encrypted with TLS 1.2 and SRTP.</b></p>	Y

<b>E911 Requirement</b>		<b>Y/N</b>
E911-1	Would you be able to describe your procedure for making adds, moves, and deletions from the PSALI database?	Y
E911-2	Describe your procedure for making adds, moves, and deletions from the PSALI database.	Y

	<b>Mandatory Billing Requirement</b>	<b>Y/N</b>
MBR-1	The billing cycle for all Contractor provided services must end on the last day of each month, and the next billing cycle must begin the first day of the following month.	Y
MBR-2	A paper summary invoice must be delivered to the AS Accounting 1526 K St. Suite 240 Lincoln, NE 68508. The paper invoice must include all current services covering the previous calendar month and must be delivered by the 10th of the month. Bidders must include in their proposal snap shots depicting the actual invoice format that includes each service type offered.	Y
MBR-3	The paper invoice must show order activity detail and current monthly charges by service and must be organized in a clear and precise manner. An overall summary must provide total lines and total cost.	Y
MBR-4	An accurate electronic station-billing file must be delivered to the OCIO. This electronic file must include all current services covering the previous calendar month and must be received by the 10th of each month.	Y
MBR-5	The electronic record layout must be either "delimited" or "fixed length". There must be a separate line for each telephone number that includes, as a minimum, the following: <ol style="list-style-type: none"> <li>1. Station number</li> <li>2. ASOC/USOC code or Product ID</li> <li>3. Description</li> <li>4. Individual rate</li> </ol>	Y
MBR-6	All charges and usage information related to billable calls must be provided in a separate electronic file each month covering the previous calendar month and must be received by the 10th of the month. In cases where the Contractor must bill for third party toll calls such as "collect calls", that file must itemize each call in detail and in consistent fixed length format. The format must include the following items: <ol style="list-style-type: none"> <li>1. Time of Day</li> <li>2. Date of Call</li> <li>3. Originating Number (calling number)</li> <li>4. Originating City/State</li> <li>5. Terminating Number (called number)</li> <li>6. Terminating City/State</li> <li>7. Call Duration (billable time)</li> <li>8. Charges.</li> </ol>	Y
MBR-7	Receiving electronic files must be an automated process. The State will not consider a CD, DVD or email attachment to be automated. Any process that relies on a single person at a desktop to receive data and manually extract or manipulate files will not be considered automation. Current platforms supported by the State are Connect Direct (NDM), and SFTP. The Bidder's proposal must include a complete description of the proposed process for electronic file delivery.	Y
MBR-8	The bidder must provide the contact names, escalation procedures, and telephone numbers for billing questions and technical problems.	Y
MBR-9	Totals in both electronic files must match totals on the paper summary invoice. Paper summary invoices that do not match the electronic data file will not be paid until corrected.	Y
MBR-10	The bidder must provide an example of both electronic billing files. A single CD with sample billing files must be included in bid proposal.	Y

	<b>Mandatory Business Requirement</b>	<b>Y/N</b>
MBUR-1	The State will not accept any requirements by the bidder concerning minimum orders. The State may place orders for 1 line, or as many as 1000 lines at any given time, and will pay the same installation and monthly rate for each line regardless of the quantity of lines ordered.	Y
MBUR-2	Payment will be made only against invoices complying with the requirements listed above. Such payment will be made within 45 days of receipt of an acceptable invoice.	Y

	Invoices, which are inaccurate, will not be paid until corrected. Upon notice to the Contractor of billing errors, the Contractor will be required to correct the invoice, and resubmit to the State. All invoices deemed inaccurate must be corrected by the Contractor and re-submitted within 60 days.	
MBUR-3	The OCIO will provide a list of State personnel to the Contractor that are authorized to place orders and make billing inquiries. The Contractor will not accept or act on orders and inquiries from anyone whose name does not appear on the OCIO provided list.	Y
MBUR-4	When requested by the State, the Contractor must provide reports including station inventory and physical addresses. The State prefers access to the above information through an on-line, near real time system via the Internet at no additional cost.	Y
MBUR-5	Volume commitments will not be accepted by the State. If the bidder submits a response that contains volume commitments, the bid may be rejected.	Y

**ATTACHMENT B**  
 Request for Proposal #5824 Z1  
 Option B – Carrier Hosted Solution

<b>System Requirements</b>			
	<b>Carrier-hosted solution</b>	<b>Supported (Y/N)</b>	<b>Explanation</b>
<b>R</b>	Bidder's solution must provide call forwarding, both inside and outside of the system.	Y	<p>Users are able to define criteria that causes certain incoming calls to be redirected to another destination. If an incoming call meets user specified criteria, the call is redirected to the user specified destination. The destination can be stations or users inside the Gov UCaaS platform, and externally outside the system, and are forwarded externally as PSTN calls</p> <p>Users can forward their calls from an endpoint instrument using feature buttons or feature access codes. Call forwarding can be set up to call forward on several conditions: always, when line is busy or if there is no answer.</p> <p>Additionally, the end user can also control call forwarding via the end user portal, My Phone, which is desktop web interface.</p> <p>For more controlled call forwarding scenarios, the end user can access the My Rules page from the MyPhone portal, which provides the ability to set the forwarding destination addresses and criteria sets for determining which calls require forwarding. A criteria set can be based on incoming calling line identity, time of day, and day of week. Multiple criteria sets can be defined.</p> <p>Call forwarding is offered in Premium, Standard and Basic Station types.</p>
<b>R</b>	The State will use telephone sets in line with computer workstations. All telephone sets provided by the Contractor must include an internal switch.	Y	All provided phone will include an internal switch to be placed in line and connected to current workstations. See this datasheet for the phone switch speeds: <a href="http://www.polycom.com/content/dam/polycom/common/documents/guides/business-media-phone-portfolio-quick-reference-guide-enus.pdf">http://www.polycom.com/content/dam/polycom/common/documents/guides/business-media-phone-portfolio-quick-reference-guide-enus.pdf</a>
<b>R</b>	The bidder's solution must provide call transfer and redial inside and outside of the system.	Y	<p>Suggested solution will support call transfer with the ability to transfer blind (enables a user to transfer a call to another party unannounced without conversation). To initiate a blind call transfer, the user hits the "transfer" button/icon and dials the add-on party. When the destination phone rings, the user hangs up and the call directed to the other party.</p> <p>Alternatively, the user can use a flash hook to initiate the transfer) or Attended</p>

			<p>(Enables a user to consult with the add-on party before transferring the caller. To initiate call transfer with consultation, the user hits the "transfer" button/icon and dials the add-on party. When the call is answered, the user can consult with the add-on party. To transfer, the user hangs up causing the caller to be connected to the add-on party or the user can use a flash hook to initiate the transfer.</p> <p>Users also have the option to have a three-way call instead by hitting the transfer button a second time after the add-on party answers the call.</p> <p>Redial is also supported giving the ability for the users to redial the last number they called by clicking the feature button on their phone or by dialing the Call Redial feature access code.</p> <p>These features are all offered in the Premium, Standard, Basic, Messaging and Dial tone Station selections.</p>
<p><b>R</b></p>	<p>The bidder's solution must provide caller ID for both the called and calling party. This feature must apply to internal and external calls.</p>	<p><b>Y</b></p>	<p>For external incoming calls, the solution supports Inbound Caller ID if provided by the incoming PSTN - provides the calling number and name (if available from the incoming PSTN) to the receiving end user's equipment which can be displayed if equipped with a display.</p> <p>For internal incoming calls, the solution will display the caller's name (as entered in the platform) and the caller's number.</p> <p>For outbound calls to external parties (PSTN calls), all outgoing calls from user stations reflect the Main Office Caller ID Number rather than the individual station number by default. In each site's setup, subscribers can be configured individually to use the main number as the outbound caller ID or their individual DID.</p> <p>If desired, the user also has the ability to block their number from being displayed as their outbound caller ID. The feature can be enabled for a single call or for all calls. The user controls the service via the soft phone client or through feature access codes. If activated, all calls or individual calls (depending on the feature access codes invoked) made by the user have the user's identity blocked.</p> <p>Available in Premium, Standard, Basic and Messaging Station selection.</p>
<p><b>R</b></p>	<p>Telephone sets must support Power over Ethernet (PoE) IEEE standard 802.03af. Please provide the PoE current draw and power requirements for each phone proposed.</p>	<p><b>Y</b></p>	<p>All required phone sets will support and follows the 802.03af requirements. Power consumption per phone should be between 5.0 to 5.4 Watts for maximum usage. Idle is usually 2.4 watts to 3.8 watts.</p>

R	The System must be configured so that all internal calling will be 10 Digit dialing. All local calling will be dialed using 9 + xxx-xxx-xxxx, and toll calling dialed using 9 + 1-xxx-xxx-xxxx.	Y	Gov UCaaS platform uses 10-digit dialing for local dialing and 1+10 digit dialing for toll dialing. Numbers on-net dialed as 10 digit (NPA+xxx+xxxx) continues to be processed as on-net calls and are distinguished by the platform.
R	The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises.	Y	Upon award, a list of contacts will be provided for any issues that arise and procedures to resolve any issues that may be encountered after the installation. Points of contact will be provided.
R	Bidder's solution must be capable of restricting toll, and/or international calling from stations designated by the State. Bidder must also restrict dialing to 900/976 numbers.	Y	Each user can be set up independently by the administrator allowing them to restrict access to toll dialing and international calls outbound.
R	In most cases the State will be utilizing existing telephone numbers. The Contractor's system must be capable of supporting telephone numbers ported from existing Centrex carriers. The OCIO will place orders for porting if necessary. The Contractor must provide the OCIO with reject information or Firm Order Commitment immediately upon receipt from the surrendering carrier. Describe your process for porting numbers from other carriers.	Y	Proposed solution can support existing DID's or any additional ones that may be needed.  Please refer to Appendix B – Porting Numbers.
R	The Contractor must be able to provide new telephone numbers when requested in each city on Attachment D. It is preferable that the Contractor reserve blocks of numbers in each community for use by the State. Describe your process for providing new telephone numbers.	Y	New numbers can be provided if additional numbers are needed. Blocks of number can be reserved if needed or to plan for future growth.
R	Bidder's solution must include all necessary connectivity to the Public Switched Telephone Network at no additional cost.	Y	All connectivity to the PSTN is included in the cost of this proposal.
R	Bidder must route all out bound toll calls to the State's contracted toll carrier, if requested, at no additional cost to the State.	Y	All routed outbound toll to the State contracted toll carriers will be included at no additional cost if needed.

R	Unless otherwise mutually agreed to in writing, the Contractor will, during the contract period, maintain any and all software and licensing products at the most current version or no less than one version back from the most current version at no additional charge, provided that such third-party software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services. Any patches made available by equipment manufacturers must be applied by the Contractor at a time and date mutually agreed upon.	Y	All equipment will be deployed with the latest software as suggested by the supplier and contractor. Any software upgrades or patches will be discussed and deployed working with CenturyLink and customer. Most upgrades can be downloaded into the phone and a hard reboot is all that's needed to bring the device back online.
R	All bidders must be certified by the Nebraska Public Service Commission (NPSC) as an LEC or CLEC in every city as noted on Attachment D. Proposals submitted by bidders who are not certified by the NPSC will not be considered.	Y	CenturyLink is certified and can provide documentation to justify.
R	Contractors must provide service in all of the cities listed on Attachment D.	Y	Services will be provided in all areas via this solution.
R	The Contractor must provide for total security of information and its services. This must include holding all databases and call records as confidential. With the exception of requests made by Law Enforcement agencies and the OCIO, the Contractor may not release information concerning call records. The Contractor may not provide any information concerning service covered by this contract to any individuals or entities who engage in any form of telemarketing. The Contractor may not market their products or services to any State agency except the OCIO without prior written permission.	Y	CenturyLink agrees to this.
R	The Contractor must provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven (7) days a week. Upon notification, the Contractor must repair trouble as soon as possible. A report of trouble clearance should be furnished to the	Y	CenturyLink has a trouble reporting center that is maintained 24/7 and will be able to assist with any issues that show up prior or after the installation. Follow up calls and escalation procedures will be followed per the severity of the issues. Updates on the issues will be provided as statuses change.

	State employee who reported the trouble within one hour of trouble clearance. A copy of the written trouble ticket should be provided to the State, when requested. If correction has not occurred within 8 hours, a report should be provided showing the plan to correct the problem inclusive of a projected correction time. The centralized trouble reporting center must provide notification to the State immediately after any occurrence of a service affecting network failure condition when the State has not previously reported such failure.		
<b>R</b>	The bidder must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain.	<b>Y</b>	Escalation procedures and points of contacts will be provided upon award of the proposed solution.
<b>R</b>	The bidder must provide Service Level Agreements (SLA)'s that are applicable to the service being propose	<b>Y</b>	CenturyLink maintains SLA's and will provide written documentation.
<b>R</b>	The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response. The plan must include back-up and alternative facilities/resources, plans, procedures, conditions, authorizations, response and recovery times, statistical history including MTTR, and other information needed to assess and ensure the Contractor's capability to recover with a minimum of service disruption or degradation. In the event a major outage occurs, response and recovery must begin immediately. The Contractor must restore service as soon as possible.	<b>Y</b>	Please refer to Appendix A – Redundancy.
<b>R</b>	The bidder must provide monthly costs for lines, telephone sets, voicemail, and unified messaging. Multiple monthly rates for categories of service (i.e. Basic, Standard, and Premium) are permissible and must be included in the bidders cost proposal. Monthly rates must	<b>Y</b>	Full pricing on all portions of this proposal will be included in the attachments that were provided in the RFP on a line item basis. All rates and reoccurring changes will be included in this bid.

	include all costs associated with service to include, but not limited to equipment, licensing, software, and maintenance. Monthly rates may not increase over the term of the contract or subsequent renewals and extensions. Each rate should include a complete description of the telephone set provided along with a list of features that are included. Individual line rates must include any Federal Access charges, Carrier Access Line charges, Access Recovery Charges, and any other regulatory charges. Bidder must be able to provide service to ALL locations listed on Attachment D and the bidder must submit a single rate for all locations.		
<b>R</b>	Ring down capability must be available with the bidder's solution.	<b>Y</b>	Gov UCaaS platform supports ring down capability with analog telephone adapter devices. Devices that can be used as ring down phones discussed on award of this bid. The agreed upon one will be the one that works best to the customer's needs.
<b>R</b>	The bidder's solution must provide music on-hold.	<b>Y</b>	Pre-recorded music or announcements are played to callers when placed on hold. A default music program is provided for a site, when MOH is included in the site features in the order. If custom programming is desired for a site, an audio file in .wav format meeting specifications can be uploaded for each site manually. This can be completed and installed as an add on if desired.
<b>R</b>	Hunt Group capability must be available with the bidder's solution.	<b>Y</b>	This solution can support hunt groups and is configured through the My Site online portal, where they can be created and managed through the entire solution.
<b>R</b>	The bidder's solution must be able to provide IP to analog conversion on selected lines when needed.	<b>Y</b>	IP to analog conversions are supported in the platform with the use of supported analog telephone station adapters. The ATAs support FXS devices. Any analog application that requires support beyond station side requirements should be analyzed and documented.  A specific example can include paging equipment that is analog trunk based. In this example, analog conversion is accomplished in the platform using a supported ATA, and a station level paging adapter. CenturyLink can provide the supported ATA, however any additional conversion equipment, such as the station level paging adapter in this example, is customer responsibility.  Testing of the integrated equipment will also be required and must be performed by both CenturyLink and the customer.
<b>R</b>	Telephone sets will be repair or replacement warrantied and supported for the life of the contract, including all renewals and extensions.	<b>Y</b>	All handsets and end stations are under full warranty. If a handset is inoperable or needs replaced a number can be called where a ticket is opened on the non-working handset. After a ticket is opened the process for sending out a replacement can be

	Describe your procedure for replacing non-working telephone sets.		handled at that time. After the new device arrives on site and connected, a return procedure will be included to send back the inoperable device.
	Does the bidder's solution offer the Do Not Disturb Feature?	Y	This solution does offer and support the Do Not Disturb feature. This is offered on the Premium, Standard and Basic Station solution.
	Does the bidder's solution provide a three month intercept message feature for lines that have been recently disconnected?	Y	Message Intercept is supported in this solution and able to store up to 3 months for recovery.
	Does the bidder's solution provide seasonal suspension for select lines, where the lines and billing are suspended at the end of each season and returned to service at the beginning of the next season?	Y	Lines can be suspended in the portal by the administrator. This option can be supported in this solution.
	Does the bidder's solution have the ability to block all incoming call to select lines?	Y	This option can be supported in this solution and can be completed in the user portal by the administrator.
	Does the bidder's solution have the ability to block specific numbers to select lines?	Y	This option can be supported in this solution and can be completed in the user portal by the administrator.
	Does the bidder's solution provide call waiting?	Y	This option can be supported in this solution and can be completed in the user portal by the administrator.
	Does the bidder's solution provide analog paging interface?	Y	An analog paging interface can be supported in this solution.
	Describe your procedure for tracing malicious calls.	Y	In order to provide the most expeditious response to malicious call tracing, in the event of a malicious call that needs to be traced, the procedure is as follows: <ol style="list-style-type: none"> <li>1. Customer reports the call immediately to CenturyLink Tier 1 support. Details of the call must be provided, which includes and is not limited to: user who received the call, date and time, caller ID of the caller and any other pertinent information.</li> <li>2. CenturyLink Tier 1 support immediately contacts BroadSoft support for extraction of the call traces. Procedures already established between CenturyLink and BroadSoft applies.</li> <li>3. CenturyLink Tier 1 support provide call trace information to customer when received from BroadSoft.</li> </ol>
	Does the bidder's solution include in-state/out-of-state long distance service?	Y	The proposed solution includes in-state/out-of-state long distance. CenturyLink Gov UCaaS Hosted PBX provides an interface to manage the customer inbound and outbound calling plans for each site and specific users/phone numbers. Outbound Calling Plans regulate behavior for calls placed to various destination types: <ul style="list-style-type: none"> <li>• Internal (intra-company)</li> <li>• Local</li> </ul>

			<ul style="list-style-type: none"> <li>• Long distance</li> <li>• Toll free</li> <li>• International</li> <li>• Operator assistance</li> <li>• Chargeable directory assistance</li> </ul> <p>Rules for calls originating or forwarded/transferred from a site or number are as follows:</p> <ul style="list-style-type: none"> <li>• Allow. Calls may be placed to destination type.</li> <li>• Allow with Authorization code. User must enter a predefined code to place the call to destination type.</li> <li>• Block. Calls are blocked to the destination type.</li> <li>• Transfer to a Number. Calls attempted to the destination type are transferred to a specified number.</li> </ul> <p>Inbound calling plans control call flows originating from internal sources as well as calls forwarded/transferred from external sources. Rule options for inbound calls are as follows:</p> <ul style="list-style-type: none"> <li>• Allow or Block inbound calls originating internally.</li> <li>• Allow or Block all inbound calls from external sources.</li> <li>• Allow transferred external calls only.</li> </ul>
	Does the bidder's solution provide Centralized Call Detail Reporting? If so, please describe.	Y	<p>The My Reports Section of the My Account Site provides enhanced reporting features that allow you to look at your call history and calling patterns from your tablets, phone or any internet connected device via HTML5.</p> <p>Real time reports from the Auto Attendants lists all of the inbound calls into auto attendant numbers and Call Queues and Call history provides time and date stamped information.</p>
	Describe the levels of security included with your proposed solution (toll fraud, etc.).	Y	<p>CenturyLink Gov UCaaS Hosted PBX has been built specifically for governmental agencies and is designed to minimize the obstacles associated with implementing new technology in compliance-bound environments. Several mandates, directives and initiatives were taken into consideration when designing the CenturyLink Gov UCaaS Hosted PBX solution including:</p> <ul style="list-style-type: none"> <li>• Federal Risk and Authorization Management Program (currently FedRAMP in Process Status)</li> <li>• Federal Information Security Modernization Act (FISMA Moderate,</li> </ul>

			<p>FedRAMP in Process Status)</p> <ul style="list-style-type: none"> <li>• Homeland Security Presidential Directive 12 (HSPD-12) – Common Identification Standards</li> <li>• Federal Data Center Consolidation Initiative (FDCCI)</li> <li>• Telework Enhancement Act of 2010</li> <li>• The General Services Administration's Enterprise Infrastructure Solutions contract consolidation initiative</li> <li>• Section 508 Compliance</li> <li>• Information Security Management (ISO 27001)</li> </ul> <p>CenturyLink Gov UCaaS Hosted PBX can significantly reduce technology evaluation burdens and ease approval processes by considering the above standards and providing compliance transparency to agencies.</p>
	Describe options for re-routing of voice traffic in the event of a component failure.	Y	Please refer to Appendix A – Redundancy.
	Does bidder's solution provide conference calling capabilities? If so, how many parties can be conferenced from a single telephone set?	Y	<p>The UC One Desktop Client features My Room, an always-on collaboration space that accelerates team work for audio, video and screen sharing, thus powering and enhancing productivity. We make it fast and simple to invite up to 15 participants to meetings, join calls or video conferences, and share information.</p> <p>You and your attendees can click the call button to automatically dial in to the conference. You can invite others to your room by dragging and dropping them from the contacts list into the My Room communications window and others can join your room by right clicking your name on their contacts list and selecting "Join Room."</p> <p>With the UC One Desktop client, screen sharing provides an entire project or pitch team with the ability to view demonstrations and presentations in real time on their own devices. Multi-party video, voice, and collaboration across laptops, smartphones, and tablets accelerate collaboration and decision-making.</p> <p>Each user is also assigned an audio collaboration bridge with an individual PIN which can be accessed at the user's discretion.</p> <p>For larger meetings, CenturyLink Gov UCaaS also offers an audio conferencing Meet Me solution that can accommodate approximately 100+ participants.</p>

	How will telephone set firmware releases (including dot releases) from the manufacturer be tested and certified for use with the VOIP Communications platform? How will they be rolled out to the States telephone sets?	Y	All firmware updates are first tested by BroadSoft and updates are applied to the phones remotely. Phones after firmware updates will usually require a hard reset for the updated firmware to take effect.
	Provide a list of wireless headsets that are compatible with proposed telephone sets.	Y	<p><b>**this will vary by the phone endpoint models proposed**</b></p> <p>VVX supported headsets:          USB for VVX 500:          Please see Appendix D – USB Headsets.</p> <p>Non-USB:          Please see Appendix E – Non-USB Headsets.</p>
	Describe any administrative interfaces available to the State to manage, configure or change settings on an individual, group, or total systems level. Provide information, brochures or data sheets showing the user interface.	Y	<p>The CenturyLink Gov UCaaS dashboards are web-based portals designed to provide users all the control they need to effectively manage their service, through a secure connection back into the cloud. These dashboards are structured to fit the needs of the end user, the site administrators, and the overall account administrators with key user experience considerations driving its design. The dashboards are designed to provide:</p> <ul style="list-style-type: none"> <li>• Information and functionality access appropriate to the user's role within the organization</li> <li>• Extensive functionality while minimizing the risk of inadvertently disrupting existing service or functionality</li> </ul> <p>The CenturyLink Gov UCaaS user dashboards address three key functional roles within a customer account: My Account, My Site and My Phone.</p> <p><b>My Account</b> - Designed to provide all the higher-level account administration, visibility, and functionality necessary to effectively leverage CenturyLink Gov UCaaS services, such as:</p> <ul style="list-style-type: none"> <li>• Enterprise-wide site location management (move order self-service)</li> <li>• Download enterprise-wide reports</li> <li>• Manage contact and login information</li> <li>• View listing and status of all orders associated with account</li> <li>• Reporting: call detail, auto attendant, and call queue</li> <li>• LD Usage reporting and call counter (depending on deployment by SP)</li> </ul> <p><b>My Site</b> – provides the administrator for each site with the ability to configure, view, and manage the CenturyLink Gov UCaaS Hosted PBX services for a specific location, such as:</p>

			<ul style="list-style-type: none"> <li>• Setup, view, and manage phone and user assignments</li> <li>• Create and manage Hunt groups, Auto Attendants, Call Queues, and other site level services in real time</li> <li>• Establish standard office hours schedule for site to help define call routing rules</li> <li>• Call counters and call history visibility across the site, or by number</li> <li>• Establish and manage user features ranging from Call Waiting to Shared Call Appearance</li> <li>• Voice portal extension and login administration</li> <li>• Manage existing, or add new end point devices</li> </ul> <p><b>My Phone</b> – customized for each end user to take advantage of their CenturyLink Gov UCaaS service, without having to ask the site admin or telecom “expert” how.</p> <ul style="list-style-type: none"> <li>• Manage unified messaging preferences</li> <li>• Create unique call handling rules for special phone numbers, or to accommodate different times of day or days of week</li> <li>• Manage preferences for traditional like call forwarding, anonymous call rejection, etc.</li> <li>• Set Simultaneous Ring preferences for exceptional availability</li> <li>• Manage access and download user clients</li> <li>• View call history</li> </ul>
	Describe how error and alarm reporting is handled?	Y	<p>As a cloud-based PBX, errors and alarms are handled directly by the operator, BroadSoft. Any service impacting alarms and errors are reported to CenturyLink.</p> <p>As a cloud-based PBX, errors and alarms are handled directly by the operator, BroadSoft. Any service impacting alarms and errors are reported to CenturyLink. CenturyLink NOC will determine if alarm/error is service impacting. If so, a ticket will be opened in CenturyLink’s Control Center customer portal, and the customer can set notifications within Control Center on if and how you want to be contacted regarding service tickets.</p>

	<p>Because of the nature of State Government business, and its requirement to support Law Enforcement, NEMA, FEMA, Military Dept. and various other agencies charged with the protection of life and property, the Contractor must agree to do everything in its power to support the State's telecommunication needs in times of emergency. This support includes, but is not limited to installation of temporary circuits/lines, temporary rerouting of existing circuits/lines, and the prioritized restoration of mission critical circuits and lines. Upon contract award, the State may identify lines and circuits which are considered to be "Mission Critical" and necessary to the preservation of life and property. The Bidder should define how priority is given to the restoration of these services in times of emergency at no additional cost to the State.</p>	<p>Y</p>	<p>CenturyLink follows SLA's and handles all outages accordingly. The severity of the outage reflects how the issue will be handled. Higher priority can be escalated and procedures to open these tickets will be provided upon award of the RFP. The state can provide a list of numbers which are considered highest priority and if these lines have issues, they will be worked first. An account rep will be assigned to State of Nebraska to work on these tickets and escalate if needed and assist in getting the issues resolved.</p>
	<p>Describe the telephone set installation process. Include all procedures necessary and whether they will be performed by the Contractor or OCIO personnel. Describe any site or network assessment work that will be performed by the Contractor.</p>	<p>Y</p>	<p>Devices will be shipped to customer at the address provided by the State of Nebraska. Customer will usually connect the endpoints themselves with instructions how to connect. If any issues arise, a number will be provided to contact to help in the installation.</p>
	<p>The Contractor may not market their products or services to any State agency except the office of the CIO without prior written permission.</p>	<p>Y</p>	<p>CenturyLink agrees to these terms.</p>
	<p>The Contractor will also indemnify the State against any third-party billing associated with any system or service the State has not specifically authorized in writing beforehand (billing for collect calls will be an exception).</p>	<p>Y</p>	<p>CenturyLink agrees to these terms.</p>
	<p>The Contractor will be responsible for determining the cause for service outages and providing that determination to the State at no cost. Those troubles that are determined to reside in the Contractor owned or leased facilities must be repaired without cost to the State. In the event the failure is determined to</p>	<p>Y</p>	<p>CenturyLink agrees to these terms.</p>

	be on the Contractor side of the demarcation point, the Contractor must NOT charge for such failure determination.		
	Provide a description of your basic ACD and UCD features to include any reporting functionality	Y	Gov UCaaS platform provides automatic call distribution routing mechanism called the Call Queue feature.  Please see Appendix C – Call Queue.

<b><u>Voice Mail Requirements</u></b>			
<b>Carrier-hosted solution</b>			
		<b>Supported (Y/N)</b>	<b>Explanation</b>
<b>R</b>	The bidders proposed solution must include a centralized voice mail system.	Y	Voice Mail provides a recorded announcement message and the ability for a caller to record a voice message for the called party. The announcement message can be a personal message recorded by the voice mailbox owner or a default system message.  Offered in Premium, Standard and Messaging Station options.
<b>R</b>	The bidders proposed system must provide "announcement only" mailboxes where the caller cannot leave a message.	Y	The solution provides this option and can be set up by the administrator in the user portal.
<b>R</b>	The State requires unified messaging. Describe the functionality and features of the Unified Messaging platform included with your proposal	Y	The Gov UCaaS' unified messaging feature allows greater flexibility in receipt and management of incoming voicemails. The following features are currently supported in the My Messages tab of My Phone:  <b>Receive New Voicemail Notification</b>  This feature allows a notification email to be sent to any email address or cell phone texting service. Note that only a summary of the new message is included in the notification, not the actual message. To activate this feature, select "Get notified when a new message is received" in your dashboard.  <b>Receive New Voicemail Through Email</b>  This feature allows an email with attached .wav file containing the new voicemail message to be sent to any email address. To activate this feature, select "Send a

			<p>copy of all new messages to another email" in your dashboard.</p> <p>Note: Reading a copy of a voicemail message from an external email box will not cause your voicemail message waiting indicator light to turn off. This is because the BroadCloud PBX voicemail server cannot detect changes to emails once they have been forwarded out of the system.</p> <p>Note: Deleting a copy of a voicemail message from an external email box will not cause your voicemail message to be deleted from your BroadCloud PBX voicemail box. This is because the BroadCloud PBX voicemail server cannot detect changes to emails once they have been forwarded out of the system.</p> <p><b>Transfer to an Operator or Another Number</b>  This feature allows callers to dial "0" to be forwarded to another phone number instead of leaving a message. The forwarded number can be any number include your office operator or your mobile phone. To activate this feature, select "Allow callers to press "0" and transfer" in your dashboard.</p>
<b>R</b>	The bidders proposed solution must include Automated Attendant features.	<b>Y</b>	<p>Gov UCaaS' Auto Attendant serves as an automated receptionist that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on). Configuration via the BroadCloud PBX dashboard also allows for hours of operation to be modified, with different options available for hours that the company is open or closed.</p>
<b>R</b>	The proposed voice mail/unified messaging system must accommodate multiple levels of Automated Attendant menus of various lengths. Describe such capabilities. How many menu layers are supported?	<b>Y</b>	<p>Gov UCaaS auto attendant provide multiple actions that can be programmed for each key press:</p> <p>These action options include:</p> <ul style="list-style-type: none"> <li>• <b>Not Used:</b> The default when an action has not been selected for that digit or character.</li> <li>• <b>Transfer to External Number, with or without prompt:</b> Routes callers to a configured phone number that is not a user or extension within the company.</li> <li>• <b>Transfer to Operator:</b> Routes callers to a configured operator. The designated operator will receive all calls that time out if the caller does not choose an option from the Auto Attendant.</li> <li>• <b>Dial by Name:</b> Enables callers to dial by a recipient's name.</li> <li>• <b>Dial by Extension:</b> Enables callers to dial by a recipient's extension.</li> <li>• <b>Repeat Menu:</b> If selected, this option will repeat the greeting and menu options.</li> <li>• <b>Exit Menu:</b> Allows a caller to exit the menu system. This will terminate the call.</li> <li>• <b>Transfer to Voice Mail:</b> Routes callers directly to the voice mailbox of the extension entered in the <b>Transfer To</b> field.</li> <li>• <b>Transfer to Internal Number, with or without prompt:</b> Routes callers to any user's phone number within the company. Optionally, you can elect to play a</li> </ul>

			<p>message prompt before the transfer is placed. This message is the playback of the user's name as recorded in the voice mailbox.</p> <ul style="list-style-type: none"> <li>• <b>Transfer to Extension, with or without prompt:</b> Routes callers to a configured extension. Optionally, you can elect to play a message prompt before the transfer is placed. This message is the playback of the user's name as recorded in the voice mailbox.</li> </ul> <p>Gov UCaaS auto attendant is a single level auto attendant, however multiple auto attendant applications can be chained (via extension transfers), to provide for a multiple level auto attendant structure. Additional auto attendant instances would just need to be added to each site needing multiple levels.</p>
R	The proposed Automated Attendant must support automatic time, day, night and holiday routing schedules. (i.e. Route calls to various destination numbers based on day/time)	Y	<p>System administrators can fully configure the Auto Attendant to meet the specific needs of their organization. Configurable options include:</p> <ul style="list-style-type: none"> <li>• Allow/Disallow Direct Extension Dialing – Provides ability for callers to dial a known extension at any time to connect with the user, without requiring additional prompts</li> <li>• Enterprise Wide or Site-Specific Dialing Options – Refines the list of available users and extensions to include with the Internal dialing options</li> <li>• Schedule – Defines Days/Hours for normal business operations, as well as holidays. Supporting distinct greeting messages and routing actions for Business Hours vs. After Hours.</li> <li>• Routing Actions/Policies</li> </ul>
	The bidder's solution should provide Message Waiting Indicators. Describe the various Message Waiting Indicators included with your proposed solution	Y	<p>UC One Desktop Clients and Mobile Apps provide users with notifications to indicate Incoming &amp; missed calls, and message waiting indications. Voicemail notifications can be retrieved via Visual Voicemail on the MyPhone dashboard, or via email with WAV file copies sent to any email address. Additionally, if you just want a notification of a voicemail, notifications can be sent to your cell phone via text or email. This allows users to be mobile and also have real time access to their voicemails like they were in the office. Unified Messaging also supports additional the uploading of voice greetings and setting call.</p>
	Describe any limitations to the storage size on the voice mail system. Please state the limit per user.	Y	<p>Each voicemail box on Gov UCaaS is configured for a maximum 100 minutes of recording.</p>
	What are the time limits for recorded greetings?	Y	<p>For auto attendant greetings, the system allows for max 2000KB or about 4 mins of recorded time and can be updated remotely anytime.</p>
	What are the time limits for messages?	Y	<p>As stated above, each voicemail box is configured for 100 minutes of recording. The duration is unlimited if the messages stored are within the 100 minutes. If 100 minutes of storage is reached in a voicemail box, the caller will receive a 'Mailbox is full' message and will not record any new messages.</p>

<b>State Network Requirements</b>		<b>Supported (Y/N)</b>	<b>Explanation</b>
<b>Carrier-hosted solution</b>			
<b>R</b>	The State does not allow the utilization of Multicast. Does the proposed solution require the use of Multicast to support any of the proposed features?	Y	Gov UCaaS platform currently does not operate any features that require multicast. Typically, multicast is required for features that involve broadcasting over endpoint speakers. Gov UCaaS platform offers a group paging feature which allows up for one-way group page to up to 75 target users by dialing a specific extension. This group paging feature does not use multicast.
<b>R</b>	The State requires the use of 802.1x for network devices. Please explain how your proposed solution meets this requirement.	Y	Gov UCaaS platform operated with tested Polycom VVX devices supports 802.1x authentication. Cisco MPP phones – pending testing
<b>R</b>	The Bidder's proposed solution must be capable of operating across an encrypted WAN link	Y	Gov UCaaS platform is operated under NIST 800-53 guidelines where calls are encrypted with TLS 1.2 and SRTP.
	Does your solution require the placement of any equipment other than phones on the State's network? If yes, provide your physical and logical network requirements. What type of access is needed for the provider owned equipment?	Y	CenturyLink will place an Ethernet Switch at each datacenter, as well as a voice gateway router. Beyond that equipment, the State of Nebraska is responsible for any LAN/WAN equipment between the voice gateway router and the phone handsets. CenturyLink will not require access to the State's equipment, as we will monitor and manage to the voice gateway router only, UNLESS the State of Nebraska decides at a later point to have CenturyLink manage your LAN/WAN infrastructure.
	Provide your bandwidth requirements with regards to the following:		As far as the network requirements, see Appendix H - BroadCloud Customer Firewall Requirements. Bandwidth per call will be 85Kbits for the actual voice call and an additional 15Kbits for management per call. Each call total should be 100Kbits per call total.
	Any Overhead network requirements	Y	
	Bandwidth per call; and	Y	
	Bandwidth for Management	Y	
	What are your QOS requirements to include but not limited to the following:		<b>IQ Private and Enhanced (w/SIG) Port QOS</b> CenturyLink offers four different queuing options. You may select any of the queuing implementations on a per-port basis, restricted only by what options are available on the applicable connection type for the port. <b>BE AWARE:</b>
	Latency	Y	
	Jitter	Y	
	Prioritization; and	Y	

	<p>Bandwidth Reservation</p>	<p>Y</p>	<ul style="list-style-type: none"> <li>• <b>Customers selecting CenturyLink IQ Networking Private or Enhanced Ports are strongly encouraged to select Queuing Method C, if available.</b></li> <li>• <b>If unavailable, Customers are strongly encouraged to select Queuing Method B.</b></li> </ul> <p>All queuing methods are applied at the network egress router port (traffic leaving the CenturyLink network provider edge (PE) on the access line towards your customer edge (CE) router). Therefore, the queuing prioritizes one (or more) type(s) of traffic over other types of traffic. Because it is applied at the port level, these mechanisms are not prioritizing your traffic over another customer's traffic and vice versa. All traffic that exceeds the speed of your port is buffered or discarded at the egress point in the network.</p> <p><b><u>PREFERRED QUEUING OPTIONS:</u></b></p> <p><b>1. Queuing Option C – P1 low latency</b></p> <ul style="list-style-type: none"> <li>• Use this option if you are using voice or video but also have a need to reserve availability of some minimum amount of bandwidth for other applications</li> <li>• This is the standard option if you have voice or video traffic and Dedicated IP connections</li> <li>• Available with Private Port and Enhanced Port with secure IP gateway, dedicated IP connection only</li> <li>• This option limits the amount of bandwidth the P1 queue can consume to the percentage assigned to P1</li> </ul> <p>By limiting the amount of bandwidth, the P1 queue can consume, it gives a low latency effect to the P1 queue by tail-dropping excess P1 traffic, thus limiting P1 latency. P1 and P2 traffic is always sent first, up to the bandwidth percentage assigned to P1 and P2. The rest of the bandwidth (that is assigned to P3 and P4) is consumed using the same deficit-weighted round robin that is described in Queuing Option B.</p> <p>With dedicated IP and ELA connections, P1 and P2 are serviced twice as often as P3 and P4. P2, P3 and P4 can burst to port speed if bandwidth is available, but P1 is</p>
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		<p>always limited to its allocated percentage even if additional bandwidth is available. The queues are serviced in the following order:</p> <ol style="list-style-type: none"><li>a) P1-P2-(repeat P1-P2 until both P1 and P2 have exhausted their allocations)-P3-P1-P2-(repeat P1-P2 until both P1 and P2 have exhausted their allocations)-P4, repeat whole sequence</li><li>b) P1 and P2 queues are serviced until they exhaust their allocations, then P3 and P4 are alternately serviced</li></ol> <p><b>2. Queuing Option B – unlimited P1 bandwidth</b></p> <ul style="list-style-type: none"><li>• Use this option if you have a sophisticated understanding of your traffic types and flows and the implications of queue starvation that may occur</li><li>• Available with Private Port and Enhanced Port (with and without secure IP gateway), all connection types</li></ul> <p>This option always services the P1 queue first until it is empty, at the expense of the other queues, regardless of the percentage value assigned to the P1 queue. It is possible to completely starve the other three queues by marking too much traffic with IPP/user priority=5. The exception is with the dedicated IP connection type, packets are serviced alternately in P1 and P2, so P2 will not be starved. Queues P2, P3 and P4 are serviced in a deficit-weighted round-robin if the P1 queue is empty.</p> <p>With the dedicated IP and ELA connection types only, the deficit-weighted round robin is modified to service the P2 queue twice as often in the round robin as P3 and P4 to minimize delay for the P2 queue. This also reserves the P2 configured bandwidth.</p> <p>Regardless of the connection type, if there is no traffic in the P1 queue and not all three of the other queues have traffic, the queues that do have traffic can use the full port bandwidth. For example, if there is no traffic in the P3 queue and P3=10%, that 10% of the port bandwidth can be used by the P2 and P4 queues. The P2, P3 and P4 queues may burst up to port speed if bandwidth is available.</p>
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			<p>With queuing option B, the bandwidth setting for P1 is ignored since P1 is always serviced until it is empty.</p> <p>With a dedicated IP connection or an ELA connection, if P1 and P2 do not consume all the available bandwidth and the P3 and P4 queues both have traffic to send, the queues are serviced in the following order: – P1-P2-(repeat P1-P2 until P1 is empty and P2 has exhausted its allocation)-P3-P1-P2-(repeat P1-P2 until:</p> <ul style="list-style-type: none"> <li>• P1 is empty and P2 has exhausted its allocation)-P4, repeat whole sequence</li> <li>• The P1 and P2 queues are serviced until P1 is empty and P2 has exhausted its allocation, then P3 and P4 are alternately serviced</li> </ul>
	Does your solution support IPv6?	Y	IPv6 is support in the proposed solution.
	What troubleshooting duties will State personnel be responsible for?	Y	The State personnel will be responsible for troubleshooting between the voice gateway router in the datacenters through your WAN and LAN to the desktop UNLESS you decide to outsource that management to CenturyLink.
	What level of monitoring is provided by the Contractor?	Y	We will monitor to the voice gateway (really to the DMZ). If possible, depending on your network infrastructure, we will monitor for up/down status of the handset.
	Describe your remote diagnostic capabilities that are included.	Y	CenturyLink will manage to the voice gateway router, and will proactively monitor, diagnose and manage to that device. Beyond that we may be able to see handset status but, cannot guarantee to provide any diagnostic data beyond the voice gateway router.
	Bidder should provide a list of the various network elements and devices that are monitored and their procedure for reporting trouble to the OCIO.	Y	<p>a. Ethernet termination device (likely Ciena 3916) at each datacenter</p> <p>b. Voice Gateway Router (likely Cisco 4431) at each datacenter</p>
	Does the Bidder have any DHCP requirements? If yes, what options are needed?	N	
	Will the State be allowed and/or be required to monitor Contractor owned equipment?	Y	The State will be allowed, but not required, to monitor the voice gateway router.
	Do you require access to State owned equipment? If yes, what level of access is required?	N	No, we do not require access to State owned equipment UNLESS the State of Nebraska changes their mind about having us as the carrier manage you WAN/LAN infrastructure supporting this solution.

	Please describe, in detail, the demarc between the Contractor and the State.	Y	The demarc is the voice gateway router between CenturyLink and the State. Please see diagram in Appendix J – Concept Drawing.
	Identify maintenance tool(s) that are part of the system and options, including tools, which provide identification of network problems.	Y	There are 2 customer portals that can be used for reporting and tracking service items: CenturyLink Control Center, and the CenturyLink VoIP Portal.
	Describe the levels of security included with your proposed solution (IP network security, etc.).	Y	<p>Gov UCaaS utilizes an isolated BroadCloud system designed to host confidential Internet protocol-based unified communication solutions in the cloud, ensuring that these communications meet the US government's regulatory and compliance requirements. The Gov UCaaS system is designed to adhere to Federal Information Security Management Act (FISMA) regulations as well as the additional security measures required by the Federal Risk and Authorization Management Program (FedRAMP). Gov UCaaS Services are available to US government agencies, government contractors, government educational institutions, and organizations that meet the Gov UCaaS requirements for access.</p> <p><b>Security Classification of Gov UCaaS</b>  The Federal Information Processing Standard (FIPS) Publication 199 defines three levels (Low, Moderate or High) of potential impact on organizations or individuals should there be a breach of security (i.e., a loss of confidentiality, integrity, or availability). The application of these definitions must take place within the context of each organization and the overall national interest.</p> <p>Due to the sensitive nature of Government communications, BroadSoft is pursuing a Moderate control baseline for compliance and certification purposes. Moderate is defined by the potential impact of a breach: The loss of confidentiality, integrity, or availability could be expected to have a serious adverse effect on organizational operations, organizational assets, or individuals.</p> <p>A serious adverse effect means that, for example, the loss of confidentiality, integrity, or availability might:</p> <p>(i) cause a significant degradation in mission capability to an extent and duration that the organization is able to</p>

		<p>perform its primary functions, but the effectiveness of the functions is significantly reduced;</p> <p>(ii) result in significant damage to organizational assets;</p> <p>(iii) result in significant financial loss; or</p> <p>(iv) result in significant harm to individuals that does not involve loss of life or serious life-threatening injuries.</p> <p><b>Security Summary</b></p> <p>To address the security measures required for both FISMA and FedRAMP moderate compliance, a total of 325 security controls and control enhancements required are being addressed within the Gov UCaaS offering. Of the 325 total, 297 of the control and control enhancements are defined within the National Institute of Standard and Technology (NIST) Special Publication 800-53 revision 4. Below is a summarized breakdown of each applicable NIST control family along with a count of security measures currently being implemented within BroadCloud.</p> <p>Access Control - 41  Awareness and Training - 4  Audit and Accountability - 21  Certification, Accreditation and Security Assessment - 8  Configuration Management - 21  Contingency Planning - 24  Identification and Authentication - 18  Incident Response - 12  Maintenance - 12  Media Protection - 11  Physical and Environmental Protection - 23  Planning - 5  Personnel Security - 8  Risk Assessment - 9  System and Services Acquisition - 19  System and Communications Protection - 40  System and Information Integrity - 21</p>
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<b>Post Implementation Support</b>		
<b>Carrier-hosted solution</b>	<b>Supported (Y/N)</b>	<b>Explanation</b>
Describe any end user or administrator documentation available.	Y	All required administrative documentation on the solution will be provided along with user guides whether it be hard copy or PDF version.
Describe any end user or administrator training available.	Y	Basic user training will be provided as in a train the trainer environment. Detailed documentation and user guides can be provided to the State of Nebraska in a PDF format for additional user features.

<b>E911</b>		
<b>Carrier-hosted solution</b>	<b>Supported (Y/N)</b>	<b>Explanation</b>
R Describe your procedure for making adds, moves, and deletions from the PSALI database.	Y	Initial PSALI information is collected during discovery. PSALI information is updated in the CenturyLink Hosted VoIP Customer Portal by the customer.
R Proposed solution must support callers dialing "911", or "9,911" to reach a PSAP.	Y	See above answer.

<b>Billing Requirements</b>		
<b>Carrier-hosted solution</b>	<b>Supported (Y/N)</b>	<b>Explanation</b>
R The billing cycle for all Contractor provided services must end on the last day of each month, and the next billing cycle must begin the first day of the following month.	Y	Billing date can be chosen by the customer, so the first day of each month is possible.
R A paper summary invoice must be delivered to the AS Accounting 1526 K St. Suite 240 Lincoln, NE 68508. The paper invoice must include all current services covering the previous calendar month and must be delivered by the 10th of the month. Bidders must include in their proposal snap shots depicting the actual invoice format that includes each service type offered.	Y	CenturyLink will comply with this requirement.

R	The paper invoice must show order activity detail and current monthly charges by service and must be organized in a clear and precise manner. An overall summary must provide total lines and total cost.	Y	CenturyLink will comply with this requirement.
R	An accurate electronic station-billing file must be delivered to the OCIO. This electronic file must include all current services covering the previous calendar month and must be received by the 10th of each month.	Y	CenturyLink will comply with this requirement.
R	The electronic record layout must be either "delimited" or "fixed length". There must be a separate line for each telephone number that includes, as a minimum, the following: <ol style="list-style-type: none"> <li>1. Station number</li> <li>2. ASOC/USOC code or Product ID</li> <li>3. Description</li> <li>4. Individual rate</li> </ol>	Y	CenturyLink will comply with this requirement.
R	All charges and usage information related to billable calls must be provided in a separate electronic file each month covering the previous calendar month and must be received by the 10th of the month. In cases where the Contractor must bill for third party toll calls such as "collect calls", that file must itemize each call in detail and in consistent fixed length format. The format must include the following items: <ol style="list-style-type: none"> <li>1. Time of Day</li> <li>2. Date of Call</li> <li>3. Originating Number (calling number)</li> <li>4. Originating City/State</li> <li>5. Terminating Number (called number)</li> <li>6. Terminating City/State</li> <li>7. Call Duration (billable time)</li> <li>8. Charges.</li> </ol>	Y	CenturyLink will comply with this requirement.
R	Receiving electronic files must be an automated process. The State will not consider a CD, DVD or email attachment to be automated. Any process that relies on a single person at a desktop to receive data and manually extract or manipulate files will not be considered automation. Current platforms supported by the State are Connect Direct (NDM), and SFTP. The Bidder's proposal must include a complete description of the proposed process for electronic file delivery.	Y	Currently CenturyLink provides electronic bill files for CenturyLink Government UCaaS service within Control Center for retrieval, and the State of Nebraska can set notifications in Control Center for communication when the bill has hit the portal. There is an SFTP option within the Bill Analyzer module of Control Center that you as the customer can setup. To add a SFTP location to your Bill Analyzer account, you will need to know your hostname/IP address, username/password and port number. The system will validate your SFTP settings to make sure they work. If there's a problem, you'll see one of three possible Status messages: Pending, Unable to validate - revalidate, or Validated.

			Connect Direct may be possible, but is not a standard offering and is under investigation.
R	The bidder must provide the contact names, escalation procedures, and telephone numbers for billing questions and technical problems.	Y	CenturyLink has provided this information elsewhere in this response.
R	Totals in both electronic files must match totals on the paper summary invoice. Paper summary invoices that do not match the electronic data file will not be paid until corrected.	Y	CenturyLink will comply with this response. We always recommend that the customer pay what they believe they owe and contest (submit a billing ticket) on the difference.
R	The bidder must provide an example of both electronic billing files. A single CD with sample billing files must be included in bid proposal.	Y	CenturyLink has submitted as required.

<b>Business Requirements</b>		<b>Supported (Y/N)</b>	<b>Explanation</b>
<b>Carrier-hosted solution</b>			
R	The State will not accept any requirements by the bidder concerning minimum orders. The State may place orders for 1 line, or as many as 1000 lines at any given time, and will pay the same installation and monthly rate for each line regardless of the quantity of lines ordered.	Y	
R	Payment will be made only against invoices complying with the requirements listed above. Such payment will be made within 45 days of receipt of an acceptable invoice. Invoices, which are inaccurate, will not be paid until corrected. Upon notice to the Contractor of billing errors, the Contractor will be required to correct the invoice, and resubmit to the State. All invoices deemed inaccurate must be corrected by the Contractor and re-submitted within 60 days.	N	CenturyLink will re-submit within 60 days of the date that the customer identifies the error on the invoice. The customer needs to identify the error either in writing (email) or via billing ticket in Control Center. We recommend utilizing the Control Center tool so that you may track the status of the billing ticket.
R	The OCIO will provide a list of State personnel to the Contractor that are authorized to place orders and make billing inquiries. The Contractor will not accept or act on orders and inquiries from anyone whose name does not appear on the OCIO provided list.	Y	
R	When requested by the State, the Contractor must provide reports including station inventory and physical addresses. The State prefers access to the above information through an on-line, near real time system via the Internet at no additional cost.	Y	

R	Volume commitments will not be accepted by the State. If the bidder submits a response that contains volume commitments, the bid may be rejected.	Y	
	The State requires timely response to all requests for order activity. All requests should be acknowledged by the Contractor, in writing, within 48 hours. Contractor order number and order due date must be sent to the OCIO within 5 business days. All order activity must be completed by the Contractor within 14 calendar days.	Y	
	All due dates must be met by the Contractor. In the event that a Contractor provided due date cannot be met, the OCIO must be notified in writing at least two (2) business days prior to original due date. The Contractor must notify the service requestor when a work order has been completed.	Y	
	The State and the Contractor will work in partnership to ensure the services provided under this contract will be refreshed as technologies evolve and user needs grow. The OCIO, in conjunction with, or on behalf of, all other participants, will assume the primary role in seeking and proposing new technologies and enhancements. This technology refreshment clause will be a required condition of the contract. At a minimum, the State and the Contractor will conduct yearly reviews during the term of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new optional pricing elements or pricing reductions associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor.	Y	
	Bidder must submit a Change Management Plan with their bid response detailing the Change Management process and approach along with a visual aid of the overall process and approach when a change that is within scope needs to be made. Bidder must document change requests that are within scope utilizing a format and process approved by the State.	Y	Please see Appendix I. – Change Management.

<b><u>Project Planning And Management</u></b> <b>Carrier-hosted solution</b>	<b>Supported (Y/N)</b>	<b>Explanation</b>
<p>Bidder must describe in their proposal each of the steps they will take during discovery, network assessment, individual site assessment, and install. Bidder must provide a draft Project Management Plan (PMP) with their response. Upon contract execution, the Contractor must deliver a detailed PMP describing how the project will be managed. The OCIO will review the Contractor's PMP, including all subsidiary plans and components described below, within ten (10) business days of receipt. The Contractor will make any changes requested by OCIO within five (5) business days of receipt of the OCIO feedback. The PMP must include the proposed team(s), team composition, roles of team members, and the proposed project schedule and timelines. The PMP must include a preliminary schedule that describes the total number of anticipated development and implementation cycles, and the deliverables that are expected to be completed in each.</p>	<p>Y</p>	<p>A high-level Project Management Plan (PMP) can be viewed in the Appendix G – Project Plan. A detailed Project Management Plan (PMP) will be developed upon contract execution once RFP is awarded.</p>



## II. TERMS AND CONDITIONS

**Bidders should complete Sections II through VI as part of their proposal.** Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink respectfully rejects the State's proposed order of precedence and instead proposes to add the following "Order of Precedence" to the CenturyLink Contract. We believe this order of precedence will establish the documents in an order that more accurately reflects the intent of the parties, better reflects the proper priorities for the types of services we are proposing, and to minimize potential conflicts by prioritizing service-specific terms.</p> <p>"Order of Precedence. In the event of a conflict between this Agreement and the terms of any Service Attachment and/or Customer Order, the order of precedence is as follows: (1) the Service Attachment; (2) this Agreement and any amendments or addendums thereto; (3) any Customer Orders; (4) CenturyLink's submitted Proposal to the RFP, and (5) the original RFP and any Addenda to the RFP."</p>

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO</p> 	<p>CenturyLink respectfully rejects the notice language in this section and proposes to rely on the notice provision in Section 9.4 of the CenturyLink Contract in lieu of the notice provision in this section. The provision in the CenturyLink Contract is a bit broader and specifically allows notice by email, which CenturyLink believes better reflects the realities of how the parties will ultimately communicate and conduct business, and it promotes efficiency.</p> <p>Upon award, we will specify and add to the CenturyLink Contract a contract manager for both parties.</p> <p>We have copied Section 9.4 below for your reference:</p> <p>9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <a href="https://www.centurylink.com/business/login/">https://www.centurylink.com/business/login/</a> or via the following website / link: <a href="http://www1.level3.com/disco/disco.html">http://www1.level3.com/disco/disco.html</a> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <a href="https://www.centurylink.com/business/login/">https://www.centurylink.com/business/login/</a> or via Email at: <a href="mailto:billing@centurylink.com">billing@centurylink.com</a>. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.</p>

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses

set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

**C. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**E. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO	<p>CenturyLink has read, understands, and will comply in accordance with the redlines shown below. CenturyLink has deleted the last sentence of the first paragraph because we believe this sentence is too vague and therefore creates the possibility for disputes over its requirements.</p> <p>Furthermore, CenturyLink proposes that the parties modify the scope of required amendments to the contract that are described in the second paragraph. CenturyLink agrees that any changes to the contract terms must be memorialized through an amendment. However, CenturyLink suggests that for standard change orders and standard purchase orders, the parties' needs would be more efficiently served by agreeing to a process that does not require an amendment to the contract in order to implement those changes or additions to services. We would like to discuss this further upon award and add language to the resulting contract that clarifies this distinction. CenturyLink has redlined the second paragraph in accordance with this clarification.</p>

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. ~~The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.~~

~~No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any.~~ If there is a dispute regarding the cost of a proposed change order, but both parties agree that immediate implementation is necessary, ~~upon mutual agreement of the parties,~~ the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO </p>	<p>CenturyLink respectfully rejects this provision, and instead proposes that we rely on the language in the CenturyLink contract. Please review the CenturyLink Contract Sections 9.4 and 9.8, which contain our proposed language regarding waiver and notice provisions. Upon award of the business under this RFP to CenturyLink, we are happy to negotiate the addition of additional language describing the parties' obligations to notify of any breaches of the contract. For clarity regarding any future language negotiations that may occur between us pursuant to this section, CenturyLink can agree to provide prompt notice to the State of any actual breach, but cannot agree to provide notice of potential breach, because not all potential issues become actual breaches. Such a requirement could create an unmanageable administrative burden to comply with.</p> <p>We have also copied those sections of the CenturyLink Contract below for your reference:</p> <p>9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <a href="https://www.centurylink.com/business/login/">https://www.centurylink.com/business/login/</a> or via the following website / link: <a href="http://www1.level3.com/disco/disco.html">http://www1.level3.com/disco/disco.html</a> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <a href="https://www.centurylink.com/business/login/">https://www.centurylink.com/business/login/</a> or via Email at: <a href="mailto:billing@centurylink.com">billing@centurylink.com</a>. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical</p>

			<p>address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.</p> <p>9.8 <b>Governing Law; Amendment.</b> This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).</p>
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If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within RFP Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
		<p>JO</p> 	<p>CenturyLink respectfully rejects the State's proposed language and instead proposes that the applicable provisions in our CenturyLink Contract govern termination, breach, and notice requirements. Please review the applicable termination, default, and notice provisions contained in the CenturyLink Contract. Provisions for termination of the CenturyLink Contract or specific services are contained in the CenturyLink Contract and Service Attachments.</p>

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**H. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**I. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**J. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO	CenturyLink respectfully rejects this provision and proposes the redlines below and to instead rely on the language in the CenturyLink Contract. CenturyLink believes the CenturyLink Contract contains the appropriate allocation of responsibilities between the parties. Upon further progression of the award of business under this RFP to CenturyLink, we are willing to negotiate and include additional indemnification language specific to property damage or intellectual property.

**1. GENERAL**

~~The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.~~

**2. INTELLECTUAL PROPERTY**

~~The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade~~

~~secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.~~

~~If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.~~

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**5. ALL REMEDIES AT LAW**

~~Except as set forth in the agreement, n~~Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this ~~lease~~agreement. ~~Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.~~

**6.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	CenturyLink respectfully rejects this provision at this time, but upon award we are willing to discuss and negotiate adding an attorney's fees provision. Typically, CenturyLink prefers to have each party be responsible for its own costs and fees so that each party is incentivized to control its own costs and use good judgment over the resources to expend. However, CenturyLink will comply with all laws applicable to the delivery of its services, so would comply with this provision to the extent it applies pursuant to applicable law.

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

**L. LIQUIDATED DAMAGES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink respectfully rejects this provision and instead offers the provisions contained in the CenturyLink Contract. It contains provisions that discuss various remedies that are appropriate for various types of breach or failure to meet service level requirements.</p> <p>CenturyLink's standard contract does not include a liquidated damages provision nor a damage cap. We believe this is the best reflection of the fact that one liquidated damages calculation may not be the appropriate remedy for all types of breach that can occur under the broad services contract that would result from this RFP, and setting forth a specific provision for every type of potential breach that may arise from the type of services we provide is impractical. Instead, we offer unlimited direct damages while capping indirect damages. We also offer specific remedies for installation delay or other service issues. These items are set out in the CenturyLink Contract.</p> <p>Below we have copied the most relevant provisions from the CenturyLink Contract that are not service-specific for your review.</p> <p>6. Liabilities and Service Levels.</p> <p>6.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.</p> <p>6.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.</p> <p>6.3 Service Levels.</p> <p>(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 8 and force majeure events are considered Excused Outages.</p> <p>(b) Unless otherwise set forth in a Service Attachment, to request</p>

			<p>a credit, Customer must contact Customer Service (contact information is located at <a href="http://www.level3.com">http://www.level3.com</a>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.</p> <p>6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.</p>
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Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages due the State as noted below. Contractor will be notified in writing when liquidated damages will commence.

In events where the Contractor does not correct invoices, the State reserves the right to pursue one or more of the following remedies:

1. Withholding of payment on disputed invoices.
2. "Vendor Performance Report" Filed with Materiel Division.
3. Removing or suspending Contractor from State vendor list.
4. Additional legal action as deemed appropriate by the State.

Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet these requirements will result in liquidated damages that compensate the State for all costs including labor for such resolutions. The State may choose to deduct an amount equal to the hourly labor rate for employees time spent identifying and disputing billing errors and tracking credits for billing errors. All billing errors must be corrected and/or credited within 60 days

**FOR SERVICE DELIVERY NONCOMPLIANCE**

For all orders placed after initial installation, committed due dates from the Contractor must be honored or liquidated damages may be assessed. If the committed due date for installation is not met within one day of the scheduled date, the Contractor must waive all installation charges, including labor for that particular order. If the install is not completed within three (3) days of the committed due date the Contractor must further waive the first month of charges for the services that are delayed.

**M. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO <i>[Signature]</i></p>	<p>CenturyLink respectfully rejects this provision and instead points to our standard assignment language contained in the CenturyLink Contract, which is also copied below. We believe this language is in line with the spirit of the State's requested language, but provides specifics that better allow the parties to identify the limited scenarios in which assignment without consent of the other party is allowed. This is a common and well-accepted set of circumstances under which assignment without consent of the other party is allowed.</p> <p>9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.</p>

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JS JO			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**O. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO JS	<p>CenturyLink respectfully rejects this provision and instead requests that the parties agree to the simple language contained in the CenturyLink Contract, copied below. We do not want to set either party up for failure by including conditions that may trigger the parties to dispute in the moment whether a force majeure event has occurred or whether technicalities of complying with the provision have been met. We believe this simple provision is in the best interest of both parties to quickly move through the other challenges that would be occurring during a force majeure event.</p> <p>9.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").</p>

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**P. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO</p> 	<p>CenturyLink respectfully rejects this provision and instead proposes that we use the language in the CenturyLink Contract. Please see Section 9.6, which contains our proposed confidentiality language and the parties' rights and obligations with respect to confidential information, also copied below. The CenturyLink Contract also includes a provision stating that CenturyLink will comply with all laws applicable to our delivery of services, so our position is that this provision would automatically cover all statutory requirements, making it unnecessary to specifically list them in the contract.</p> <p><b>9.6 Confidentiality.</b> Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the confidential information received from the other party. Confidential information will not include Customer Data except as may be described in a Service Attachment. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein.</p>

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**Q. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink has read, understands and respectfully clarifies and takes exception with this provision. In the event of termination of services, the State would be responsible for payment of early termination or service cancellation charges in addition to payment for services already provided prior to the termination date.</p> <p>Please review the various termination provisions contained in the CenturyLink Contract. Each Service has a specific termination liability provision that varies according to the characteristics of each Service. These provisions are contained in the service-specific Service Attachments.</p>

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**R. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		 JO	<p>CenturyLink has read, understands, and will comply as shown in the modifications below. CenturyLink has added some language to clarify that "deliverables" or ownership and title of data may not be applicable to every service.</p>

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Upon contract closeout for any reason the Contractor shall within 30 days unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State, **if deliverables are contemplated in the Agreement or the applicable Service Exhibit;**
2. Transfer ownership and title to all completed or partially completed deliverables to the State; **if transfer of ownership and title to deliverables is contemplated in the Agreement or the applicable Service Exhibit;**
3. **If applicable pursuant to the Agreement or the applicable Service Exhibit, Return** to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.



### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink has read, understands, and will comply with this provision as modified below. CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Although CenturyLink works closely with customers to try to reach a good match between customer and Account Team, and with as little turnover as possible, ultimately the responsibility of assigning employees lies with CenturyLink to best meet the needs of the business.</p> <p>CenturyLink has also removed references to subcontractors since we are not proposing to use subcontractors to perform the services proposed in our response.</p>

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract, ~~provided that CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.~~ The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

~~By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.~~

All personnel assigned by the Contractor to the contract shall be employees of the Contractor ~~or a subcontractor~~, and shall be **fully** qualified to perform the work required herein. Personnel employed by the Contractor ~~or a subcontractor~~ to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor ~~or the subcontractor~~ **respectively**.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

~~If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.~~

~~The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.~~

~~Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.~~

~~The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.~~

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO JO	CenturyLink has deleted the last sentence below. The CenturyLink Contract contains a broad statement that CenturyLink will comply with all applicable laws, rules, and regulations, so by extension, we will comply with all legal requirements to deliver the services. Our preference is to remove additional language like this to reduce the possibility of introducing conflicting terms.

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. ~~The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.~~

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	JO		CenturyLink rejects this provision as not applicable to the services we are proposing in our response. The services we are proposing to not involve deliverables or data that we would develop on behalf of the State. For any IP rights that may arise from the services, please refer to the provisions contained in the CenturyLink Contract specific to such services.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO  </p>	<p>In lieu of a Certificate of Insurance (COI), CenturyLink's Memorandum of Insurance (MOI) is available at <a href="http://www.centurylink.com/moi">www.centurylink.com/moi</a>. Neither are legal documents; therefore, one does not provide additional protection over the other. They are both methods of evidencing coverage. However, the MOI has an advantage over a COI, as it includes actual policy language on the document as related to additional insured/waiver of subrogation. If there are additional questions, please contact <a href="mailto:insurance.evidence@centurylink.com">insurance.evidence@centurylink.com</a>. Please see notes and redlines below.</p>

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
  2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
  3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.
- The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

■ **NOTE: Contractor shall require subcontractors to maintain insurance types and levels applicable for the types of services being provided under this Agreement.**

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State, for losses caused by and to the extent of Contractor's negligence. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor ~~and any Subcontractor performing work covered by this contract~~ from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<b><i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i></b>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
<del>All Other Professional Liability (Errors &amp; Omissions)</del>	<del>\$1,000,000 Per-Claim / Aggregate</del>
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY (including PROFESSIONAL LIABILITY)</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall <b>name include</b> the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

~~If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.~~

- **NOTE: Certificate will evidence similar language as required above.**

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Office of the CIO  
 Attn: Controller  
 501 South 14<sup>th</sup> Street  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
 JO			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO  </p>	<p>CenturyLink respectfully rejects this provision and clarifies the terms we can agree to. CenturyLink can agree to not knowingly employing or soliciting any individual known by CenturyLink to have a conflict of interest. However, we would need to incorporate language into this section clarifying that CenturyLink cannot be held in breach of this provision, and is not responsible for, applicants who may apply to work at CenturyLink of their own doing, or if CenturyLink employs an individual whom we did not know to have a conflict of interest with the State. Furthermore, we cannot agree to the two-year time frame after the contract, as we do not have internal procedures in place to track this. Upon award of the business contemplated under this RFP to CenturyLink, we are happy to negotiate specific language for this section to incorporate in our comments in response to this section in addition to the redlined language changes shown below. Finally, we have rejected the last clause of the last sentence because we believe this clause is too vague and therefore creates the possibility for disputes over whether someone had "influence" over the RFP.</p>

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, ~~for a period of two years after execution during the term~~ of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, ~~or who had any influence on decisions affecting the RFP or project.~~

**J. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;"> JO</p>	<p>CenturyLink has read, understands, and will comply as limited by the damages limitations contained in the CenturyLink Contract.</p>

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**K. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	CenturyLink respectfully rejects this provision and clarifies the terms we can agree to, including the redlines shown below. We are of course willing to use reasonable efforts to comply with all reasonable site rules and regulations. In this language, we have added language to clarify that those rules and regulations are reasonable and will be provided to us in advance. This provides us with the best opportunity to comply accordingly or to raise any issues ahead of time if there were something we were concerned we could not comply with. Upon award of the business contemplated under this RFP to CenturyLink, we are happy to negotiate additional specific language for this section to incorporate into the CenturyLink Contract.

The Contractor shall use its **best-reasonable** efforts to ensure that its employees, agents, and Subcontractors comply with **reasonable** site rules and regulations while on State premises. **Site rules will be provided to Contractor in advance whenever possible.** If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. **No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.**

**L. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
 JO			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**N. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO 			<p>The design and redundancy of CenturyLink's IQ Network provides a highly available and resilient WAN solution to the State. All IQ Networking routers feature redundant common logic with redundant sources of central office power with emergency backup. All IQ Networking POPs have redundant and diverse fiber paths to other IQ POPs, and each fiber path is traffic-engineered to a utilization of 50 percent or less to support failover of data traffic. The State is referred to the CenturyLink IQ Networking Service Level Agreement for details of the availability and performance of the service.</p> <p>CenturyLink will provide a copy of our Disaster Recovery Plan upon request from the State.</p>

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**O. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
 JO			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.



## IV. PAYMENT

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

### B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

### C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. All invoicing requirements can be found in Attachments A, B, and C. Invoices shall be submitted to AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

### D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO	<p>For the first sentence, CenturyLink respectfully rejects this sentence and asks the State to review the CenturyLink Contract, which describes the process for a customer's acceptance of Services. Of course State officials may inspect and approve work, but that process also needs to follow the acceptance procedures described in the CenturyLink Contract.</p> <p>For the second paragraph, since this paragraph could be construed to provide the State with the right to have unlimited access to any of CenturyLink's facilities, CenturyLink requests to add that any of the actions contemplated in this section are subject to the prior written agreement of the parties. CenturyLink has inserted a redline to this effect below.</p>

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work. **Nothing in this paragraph shall be construed to grant the State access to Contractor's or Subcontractors' facilities, offices or other work locations without the prior written authorization of Contractor or Subcontractor, as applicable.**

**E. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO</p> 	<p>CenturyLink rejects the first sentence and instead proposes that payment be governed by the terms contained in the CenturyLink Contract. Section 4.2 covers payment, and we have copied that section here for your reference:</p> <p><b>4.2 Payment of Invoices and Disputes.</b> Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.</p>

~~State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1))~~ Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink respectfully rejects this provision and instead proposes that the parties rely on the language in the CenturyLink Contract in section 4.4, copied below for reference. It contains a similar termination right for the State, but also provides CenturyLink with comfort that the State has an obligation to secure funding.</p> <p>4.4 Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.</p>

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink has read, understands and will comply with the first paragraph.</p> <p>CenturyLink respectfully rejects the second paragraph at this time. Upon further progression of the award of the business contemplated under this RFP to CenturyLink, we are willing to discuss and negotiate terms for reimbursement of audit costs.</p>

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall

make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. Project Description and  
Scope of Work

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

Proposals are being sought for the purpose of securing the most cost efficient Hosted Voice Over Internet Protocol Telephony (VOIP) Services. This solution will replace the State's Centrex service in select locations throughout the State as defined in Attachment D. The purpose of this RFP is to provide for phone service that includes the most up-to-date VOIP features and functionality as a hosted service with equipment ownership, maintenance and service remaining with the Contractor.

### A. VOIP HOSTING

This RFP provides three options for bidding:

- Option A, Office of the Chief Information Officer (OCIO)-Hosted Solution,
- Option B, Carrier-Hosted Solution, and;
- Option C, an Alternate Solution.

Bidders may bid on any or all options. In order for a bid to be considered for more than one option, a complete, separate proposal (Corporate, Technical, and Cost) must be submitted for **EACH** option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option, (Option A, OCIO-Hosted, Option B, Carrier-Hosted, and Option C, Alternate) the highest scoring bidder will be identified for each option (A, B, C). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option.

The following defines the intent of this RFP:

1. **Option A: OCIO-Hosted Solution:**  
The proposed solution's application in hardware, software, licensing, and all associated equipment would be maintained, supported, and managed by the Contractor and should be installed at the State's data Center. Network necessary to transport VOIP from the core platform out to the desktop would be owned and maintained by the State. PSTN connectivity resources will be provided by the State using SIP trunks.  
**See Attachment A for additional requirements.**
2. **Option B: Carrier-Hosted Solution:**  
This service will be provided by a PSC certified telecommunications carrier. The proposed solution's application hardware, software, licensing, all associated equipment infrastructure will be owned and maintained by the Contractor on the Contractor's premises. All connectivity necessary to deliver proposed service to the OCIO aggregation points in the Lincoln and Omaha data centers will be provided by the Contractor. Network necessary to transport VOIP from the Contractor's aggregation point in the State Data center out to the desktop would be owned and maintained by the State.  
**See Attachment B for additional requirements.**
3. **Option C: An Alternate solution:** Other configurations could be proposed.  
**See Attachment C for additional requirements.**

#### **Office of the Chief Information Officer**

The Nebraska OCIO is directly responsible for this project. The OCIO provides, for the State of Nebraska, leadership, project management, planning, implementation, and support services for Information Technology for the State of Nebraska. The OCIO will provide support for the project, including support for the technical planning, implementation, testing and maintenance of the new solution.

- **CenturyLink has read and understands that the Office of the Chief Information Officer is directly responsible for this project and that the OCIO provides, for the State of Nebraska, leadership, project management, planning, implementation, and support services for Information Technology for the State of Nebraska.**

## B. PROJECT OVERVIEW

The State currently utilizes traditional Centrex products to provide digital and analog telephony services in many locations. The purpose of this RFP is to secure a replacement of these services.

- **CenturyLink has read and understands that the State currently utilizes traditional Centrex products to provide digital and analog telephony services in many locations and will be utilizing this RFP to replace the service.**

## C. PROJECT ENVIRONMENT

The current telephony environment is a mix of Carrier provided Centrex, POTS lines, and State operated Cisco solutions. Integration with the bidders proposed solution may be possible if that integration is feasible and economical. Any proposed solution that integrates in a manner that reduces cost and increases current network resiliency and redundancy would be preferred however, is not required. See Attachment D for a list of current Centrex quantities by City. Bidder MUST be able to provide service to ALL communities listed on Attachment D and any other community within the State of Nebraska as deemed necessary during the course of the contract.

- **CenturyLink has read and understands that the State's current telephony environment is a mix of Carrier provided Centrex, POTS lines, and State operated Cisco solutions. CenturyLink intends on providing a service that will provide a solution that integrates in a manner that reduces cost and increases current network resiliency and redundancy. CenturyLink understands that a bidder MUST be able to provide service to ALL communities listed on Attachment D and any other community within the State of Nebraska as deemed necessary during the contract.**

## D. SCOPE OF WORK

The State is soliciting proposals for a qualified Contractor to provide a managed VOIP solution that will replace the current Centrex environment. Please see Attachment A – OCIO Hosted Solution, Attachment B – Carrier Hosted Solution and Attachment C – Alternative Solution for technical requirements.

- **CenturyLink has read and understands and is proposing to provide a managed VoIP solution that will replace the current Centrex environment and will meet and exceed all requirements in Attachment B – Carrier Hosted Solution.**

Cost Proposal  
has been redacted.





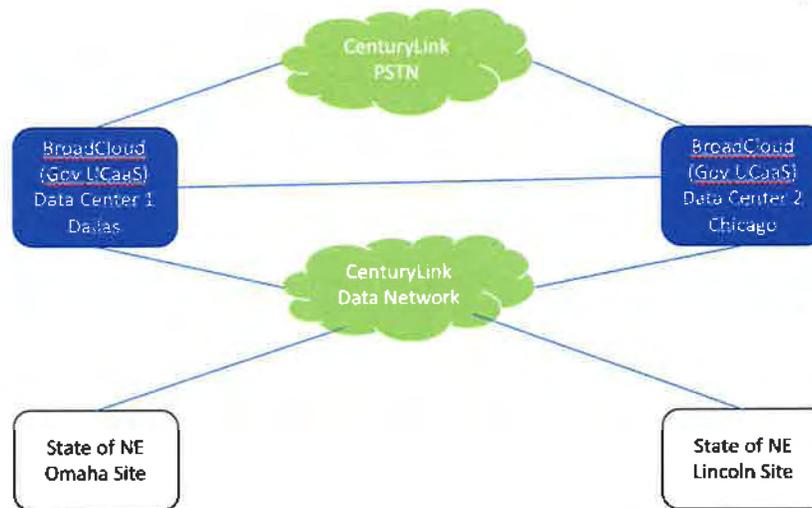
## Appendix A – Redundancy

*The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response. The plan must include back-up and alternative facilities/resources, plans, procedures, conditions, authorizations, response and recovery times, statistical history including MTTR, and other information needed to assess and ensure the Contractor's capability to recover with a minimum of service disruption or degradation. In the event a major outage occurs, response and recovery must begin immediately. The Contractor must restore service as soon as possible.*

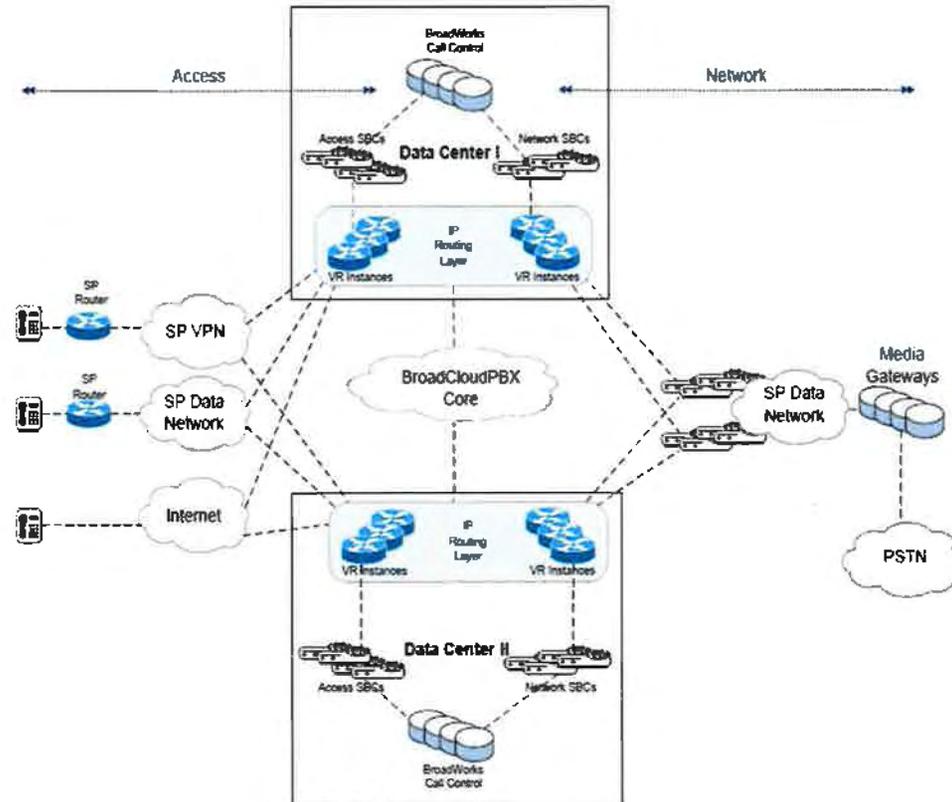
The Gov UCaaS service is supported by equipment deployed in a geographically redundant configuration across two physical data centers. The design of the network is to ensure that, if there is a loss of connectivity to one data center location, the other location can handle the traffic generated by the subscriber base. The equipment deployed and connectivity to each data centers is built so that each site is a mirror image of the other.

The Goc UCaaS network supports a variety of data interconnection methods for both access to customer premise equipment (Access) and connectivity to the PSTN via CenturyLink's carrier networks (PSTN Network). The methodologies supported include Internet-based connectivity, connectivity via Managed Internet, or connectivity via Virtual Private Networks (VPNs), between BroadSoft and CenturyLink. The underlying design on the access side of the network is that the method of connecting to the network is transparent to the services provided by the Gov UCaaS solution.

This diagram depicts a very high-level diagram to represent the redundant Gov UCaaS data centers, and redundant connectivity.



This diagram additionally depicts the BroadCloud/Gov UCaaS network design:



The BroadWorks Call Control platform is at the center of the network and provides the hosted telephony services and call routing for the subscriber base. There are multiple types of servers that make up the entire platform with each having a distinct function and redundancy mechanism. The servers running the BroadWorks software are physically connected to the network with Gigabit Ethernet connections to separate Ethernet switches.

Session Border Controllers (SBC's) are deployed in each data center in high availability mode, meaning there is full redundancy built into each deployed SBC cluster. On the Access side of the network, SBC's are used to provide security

for the Call Control platform and SIP connectivity to IP endpoints including NAT traversal and VPN connectivity. SBC's are also used on the Network side for interconnection to partner carrier networks via SIP trunks. Acme Packet Net-Net 3800 SBCs are currently deployed on both the Access and Network side.

The routing and switching infrastructure consists of IP routers and switches manufactured by Juniper Networks. There are multiple connections within each data switch to servers, SBCs, and other networking equipment to ensure that no single physical port failure will result in complete loss of connectivity to the network.

The supported IP endpoints rely on the resolution of DNS SRV records to signal to the SBCs. The DNS SRV records control the preferred order and signaling ports for the IP to signal towards. If connectivity to the primary SBC fails, the phones are configured to failover to the secondary address.

For PSTN connectivity, the cPBX network can be configured to signal to any number of SBCs or proxy servers. Common connections are established between the cPBX network and the SP network that are shared by all end customers of the SP partner. These connections can leverage either public Internet connectivity, using IPSEC tunnels for signaling, or private connections between the SP and the cPBX network.

#### **Disaster Recovery and Geographic Redundancy**

The BroadSoft BroadCloud Disaster Recovery Plan outlines the redundancy design of the network and services elements operated by BroadSoft BroadCloud Engineering and Operations and focuses on quickly returning network and service functionality to a working state in the event of a disaster. BroadSoft provides BroadCloud services through geographically redundant data centers. These data centers contain all data network and server equipment required to provide service to customers. The offices where BroadSoft employees reside are physically independent from these data center locations. As a result, an event that would render one of the BroadSoft employee offices unavailable would have no effect on the service being provided to customers through the data centers. If an event were to effect one of BroadSoft offices, the BroadSoft BroadCloud Operations team would be able to operate the network and service elements remotely via VPN access from anywhere in the world.

BroadSoft provides BroadCloud services through data network and server equipment located in geographically redundant data centers. Each data center contains a full complement of all network and service components. In addition, each data center is designed and engineered such that in the event that one data center becomes unavailable; traffic can be redirected and processed by another data center. BroadSoft BroadCloud utilizes world-class data center vendors to provide the space and power required for the network and services to function. All vendors are SSAE 16 Type 2 compliant with greater than 99.999% uptime and 24 hour data center monitoring. All voice call control and voice service elements are designed to automatically migrate (failover) from one data center to another in the event that one data center becomes unavailable. The entire failover process is automatic and will occur in near real time. All service operating service elements, such as provisioning and configuration web interfaces, are designed in an active/standby architecture and can be manually migrated (failover) from one data center to another in the event that one data center becomes unavailable. Once initiated, the entire fail over process will take less than 2 hours.

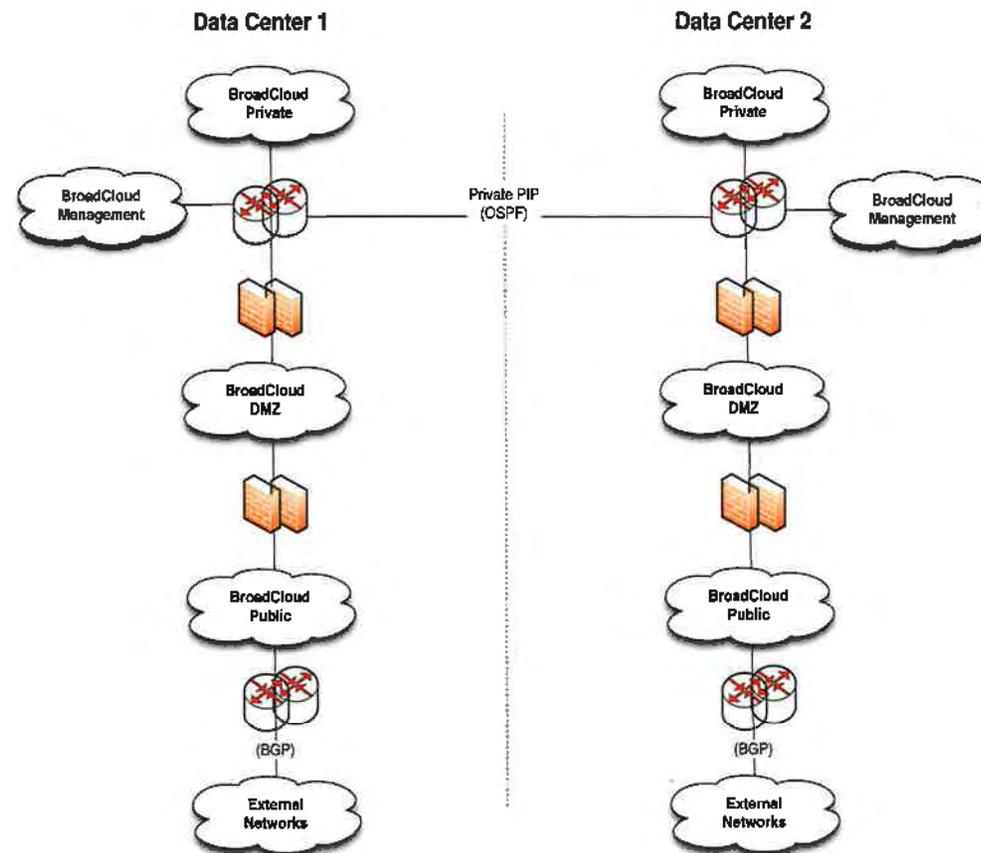
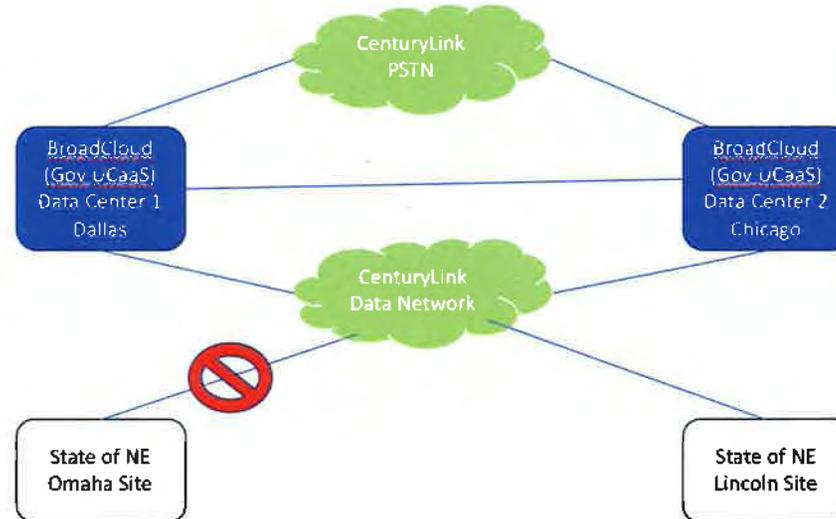


Figure 6: Geographic Redundancy

In addition to the redundant and resilient nature and design of the Gov UCaaS Cloud platform, the site system administrator now has abilities to re-route voice traffic, in the event of a component failure such as a network problem.

Take as an example, a WAN/connectivity outage in one site:



Describe options for re-routing of voice traffic in the event of a component failure.

In this scenario, the system administrator can log into to the MySite portal and invoke either call forward always or other forwarding mechanisms in behalf of one user or all users. (End users can additionally perform call forwarding themselves under the MySite portal.)

In general, voice re-routing for incoming calls can be accomplished by the system administrator with the following features:

**Business Continuity**

- Used for when unforeseeable events cause disruption in service: power outages at the site, router issues, internet outage, etc.
- Gov UCaaS platform attempts to communicate to the phone prior to sending the call through
- If the user's Office Phone responds (registered), then the call is completed as dialed/sent to the phone. If the Office Phone fails to respond for any reason, the VCE platform automatically routes the call to the Business Continuity phone number destination.
- Business Continuity target can be setup by end user directly or system administrator.
- Automatic as triggered by outage that phone cannot register

In the scenario noted above, business continuity would be invoked if the physical Omaha site was not available to register endpoints.

#### Call Forward Always

- In the event of emergency scenarios, can be activated (ad-hoc) to forward all calls to the specific call forward always target/number destination.

- Gov UCaaS platform just sends the call to the call forward always target/destination number.

- When call forward always is active, the call is always sent to the forward target and the user's Office Phone does not ring at all, unless ring reminders are set.

- Call Forward Always can be invoked by the end user directly or a system administrator

- Ad-hoc as triggered by the system administrator or end user

In the scenario noted above, if the Omaha site is physically available and if the connectivity to the CenturyLink that is not available, call forward always can re-route end users inbound calls.



## Appendix B – Porting Numbers



### Telephone/DID Number Porting Requirements and Recommendations

#### Customer Requirements:

- Signed LOA (Letter of Agency) dated within the last 60 days that includes the current carrier and TN's (telephone numbers) being ported. A revised LOA with a current date may be requested if porting does not take place prior to the date of the original LOA.
- LOA should also include the following:
  - BTN (billing telephone number)
  - Service Address
  - Billing Address (if different than the service address)
  - Exact customer name on record with current carrier
  - Any discrepancy or change to this information will cause a delay in confirming the port-in date

#### Customer Recommendations:

- Provide a CSR (Customer Service Record) – copy of the customer's bill from the losing carrier.
- If all TN's under a BTN are not being ported, this is considered a partial port and a new BTN will need to be designated by the customer so it can be included on the port request. If a new BTN is not designated by the customer before the port request is issued, one of two things will happen:
  - Our porting partner will reject the porting request
  - Our porting partner will disconnect the remaining TN's at the time of the port
- Ensure none of the TN's being ported have DSL on them. Some carriers will allow porting of a DSL line but this cannot be determined until the porting request is issued.
- Ensure none of the TN's being ported have a PIC freeze on them. A TN cannot be ported until a PIC freeze is removed.
- Ensure none of the TN's being ported have a pending order of any kind against them. A TN cannot be ported if the losing carrier has a pending order open against it.
- Disconnected numbers cannot be ported. Numbers cannot be disconnected while port orders are pending. Disconnects are allowed before or after the port.

#### Porting Process Interval:

Start to finish assuming the circuit and equipment has been turned up and the order is clean with the LOA (LOA needs to precisely match the CSR):

- **49 or less Telephone Numbers to Port (in business days):**
- <Start> Day 1 – Provisioning submits the port request with a requested due date.
- Day 5 – Approval or Rejection Notification:
  - Approval: Order waits to receive the confirmed due date from the Losing Carrier
  - Rejection: Order needs to be corrected and resubmitted – Port Order Process Interval is reset
- Days 7 – 12 – Pending Port is ready to turn-up on the confirmed due date.
- <Finish> Total Calendar Days: **12 business days**
  
- **50 or more Telephone Numbers to Port (in calendar days):**
- <Start> Day 1 – Provisioning submits the port request with a requested due date.
- Days 10 – 15 – Approval or Rejection Notification:
  - Approval: Order waits to receive the confirmed due date from the Losing Carrier
  - Rejection: Order needs to be corrected and resubmitted – Port Order Process Interval is reset
- Day 30 – Pending Port is ready to turn-up on the confirmed due date.
- <Finish> Total Calendar Days: **30 calendar days** \*It may be possible to reduce this interval by sending the porting request prior to the circuit and equipment activation but this will be determined with/by your CenturyLink Project Manager on a case by case basis.

\*\*Rejections are for isolated incidents and can include any of the number of factors, not limited to:

- Name
- Address
- BTN
- LOA Legibility
- Telephone Number Discrepancy

*It is suggested that the information on the LOA be completed identical to how your information appears on your invoice, including abbreviations and punctuation.*

**Requested Due Dates and Times:**

- They are requested based on the losing carrier's porting interval.
- The request is made by Provisioning at time of order submission to our porting partner and it is based on the number of Telephone Numbers on the port order:
  - 49 or less: 12 business days out
  - 50 or more: 30 calendar days out
- Porting times are only available between 7:00 a.m. to 7:00 p.m. Eastern, Monday through Friday, and they are coordinated based on availability between "CenturyLink—Losing Carrier".
- Requested Due Dates and Times can only be adjusted out and not in.
- Any adjustments to Requested Due Dates or Times require a minimum of a 24 hours notice.
- Adjustments can be made 3 times before the pending order will be cancelled by the Losing Carrier and a new port order with new Requested Due Dates and Times will need to be submitted.
- If a port order is rejected, the order is resubmitted with corrected information provided by the customer and new Requested Due Dates and Times are set based on the number of Telephone Numbers in the port order (40 or less: 12 business days, 50 or more: 30 calendar days).
- Expedites and Escalations are not available.

**Confirmed Due Dates and Times:**

- Once confirmation is received, porting will occur automatically on this date and time.
- Any adjustments to the Confirmed Due Date and Time required a minimum of a 24 hours notice to ensure porting can be stopped. Any adjustment less than 24 hours from confirmed date and time of port cannot be guaranteed.
- All items above also apply.

*\*\*\*This document is specific to TN's and DID's, and does not include 8xx (toll free)\*\*\**



## Appendix C – Call Queue

### Feature Overview

Large and small businesses are looking for every efficiency they can, while being as responsive to their customers as possible. One tool commonly employed is sharing resources across a team of people to achieve a common goal, or creating pools of people performing a common task – Sales, Customer Services, etc. For this strategy to work, the phone system needs to reflect this team approach.

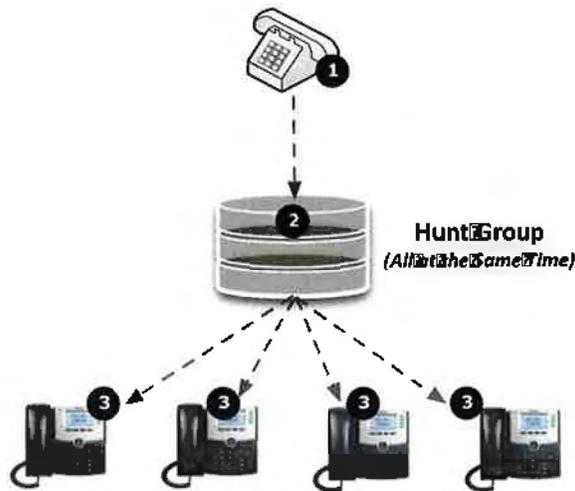
Call queues temporarily hold calls in the cloud when all users assigned to receive calls from the queue are unavailable. Call Queues provide an automated “answer” with customizable greetings, comfort messages, and hold music for the caller to listen to. Queued calls are routed to an available agent when he/she is no longer on an active call. Each call queue is assigned a lead number, which is a telephone number outside callers can dial to reach the agents assigned to the call queue. Call queues are also assigned an internal extension, which can be dialed internally to reach the agents assigned to the call queue.

To complement the cloud-based call queuing functionality, the Call Queue service also provides additional visibility into the calling activity of each queue via a series of reports. All reports are available online via My Account>My Reports, or from within the Call Queue configuration page. The information retained and reported based on the requested time period includes:

- Call Queue Stats (Overall Queue metrics)
  - Number of Agents Staffed - Average number of assigned agents to the queue for the period requested
  - Number of Agents Talking – Average number of agents in an active conversation for the period of time requested
  - Wait Time – Average amount of time a caller is held in queue prior to agent answering
  - Calls Answered – Total number of calls answered by agents
  - Calls Abandoned – Total number of calls that were terminated by the caller prior to speaking to an agent
  - Calls Abandoned – Average time (in seconds) callers spend waiting until they abandoned their call
  - Calls Timed Out – Total number of calls that remained unanswered and were forwarded out of the queue upon timeout
  - Calls Transferred – Total number of calls transferred out of the queue
  - Busy Overflows – Number of calls that came in after queue limit was met
- Agent Stats (Agent specific metrics)
  - Number of Calls Handled – Total number of calls handled by the agent
  - Average Call Time – Average time agent spends on calls from the queue
  - Number of Calls Unanswered – Total number of calls extended to the agent (phone rings) that were not answered
  - Total Talk Time – Total amount of time the agent was busy handling calls out of this queue
  - Total Hold Time - Total amount of time in minutes calls were held.
  - Total Staffed Time – Total amount of time agent was assigned to the queue

Group administrators can choose from any of the following “hunt” schemes, each of which rings the specified phones in a different manner:

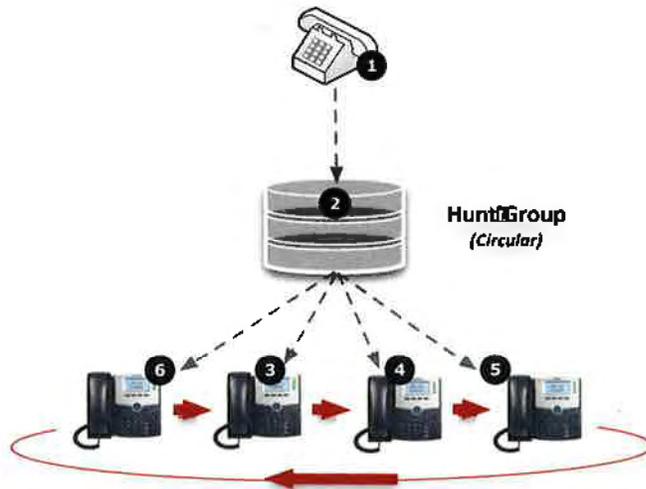
- **All at the Same Time** – simultaneously rings all of the users in the group; the first user to pick up the ringing phone is connected



1. Caller dials the queue number
2. The queue answers the call with a recorded greeting and places the caller into the queue while invoking the "All at the Same Time" ringing policy
3. All assigned BroadCloud phones ring at the same time
4. A call is connected when the first assigned user picks up the phone

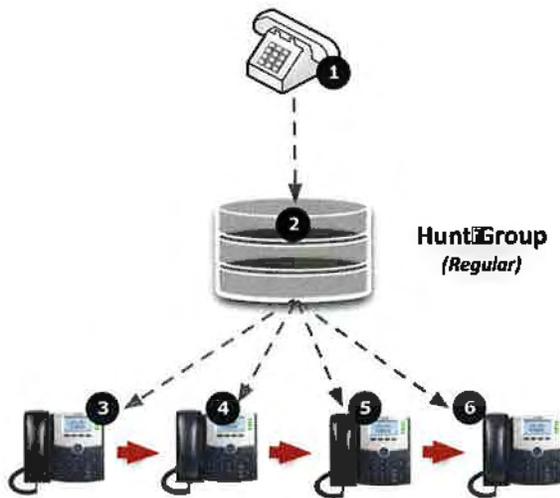
- **One at a Time**

- **Circular** – sends calls in a fixed order. This option will ring phones in the order the agents are listed in the Agent Assignments settings. It begins with the user next in line following the last user to receive a queued call. Calls can be advanced to the next person after a defined number of rings with no answer or if the person is already on the line.



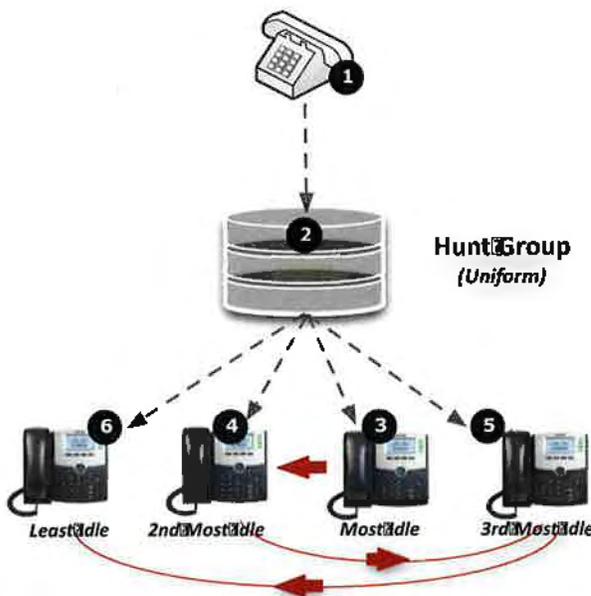
1. Caller dials the queue number,
2. The queue answers the call with a recorded greeting and places the caller into the queue while invoking the Circular ringing policy,
3. The first available BroadCloud users (following the user that last answered a call) phone rings, in this case the second user
4. Call is routed to the next assigned user after a predetermined number of rings with no answer, this repeats until the call is answered
5. A call is connected when the first assigned user picks up the phone

- **Regular** – This option will ring the phones in the order the agents are listed in the Agent Assignments settings. Incoming calls go to the first available person on the list, always starting with the first person on the list. Calls can be advanced to the next person after a defined number of rings with no answer, or if the person is on the line.



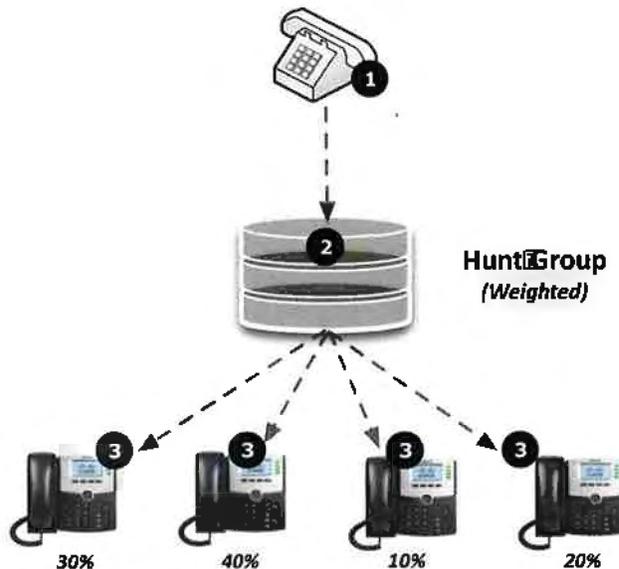
1. Caller dials the queue number
2. The queue answers the call with a recorded greeting and places the caller in queue while invoking the Regular ringing policy,
3. The first assigned BroadCloud user's phone rings
4. Call is routed to the next assigned user after a predetermined number of rings with no answer, this repeats until the call is answered
5. A call is connected when the first assigned user picks up the phone
6. If the last assigned user does not answer the call, then it may end, go to voicemail or overflow based on settings. It does not start at the beginning of the queue.

- o **Uniform** – When a call ends that user moves to the bottom of the call queue in a shuffling fashion. The next incoming call goes to the user who has been idle the longest. If a user receives a call that was not directed to them through the queue, the call is not included in the receiving order for uniform calls. Calls can be advanced to the next person after a defined number of rings with no answer, or if the person is already on the line.



1. Caller dials the queue number
2. The queue answers the call with a recorded greeting and places the caller in queue while invoking the Uniform ringing policy
3. The most idle BroadCloud user's phone rings
4. The call is routed to the next most idle assigned user after a predetermined number of rings with no answer, this repeats until the call is answered
5. A call is connected when the first assigned user picks up the phone
6. If the last assigned user does not answer the call, then it may end, go to voicemail, or overflow based on settings. It does not start at the beginning of the queue.

- **Weighted Call Distribution** – enables calls to be distributed to agents according to a pre-defined weighting. Each agent is assigned a weight that corresponds to the percentage of incoming calls they receive.



1. Caller dials the queue number
2. The queue answers the call with a recorded greeting and places the caller in queue while invoking the Weighted ringing policy.
3. The queue determines the appropriate phone to ring first based on the preset call distribution weights in relation to the historical call volume. These weight assignments must total 100%. **NOTE:** Agents with a 0% weight assignment will only receive calls when all other agents are on a call that was delivered to them from the queue.
4. The call is then routed to the next user after a predetermined number of rings with no answer based on maintaining the appropriate distribution weights, this repeats until the call is answered,
5. A call is connected when the first assigned user picks up the phone
6. If the last assigned user does not answer the call, then it may end, go to voicemail or overflow based on settings. It does not start at the beginning of the queue.
7. In the event that all idle phones have been visited without answer, the administrator can define an alternative phone number thereby pushing the call to another individual or group.

In order to support environments where individuals receive calls from multiple Call Queues or need to distinguish the calls that come through a Call Queue, administrators can define a distinct Caller ID label for each Call Queue. This option prepends a caller ID prefix to calls distributed by the Call Queue service, thereby enabling users to distinguish them from direct incoming calls or different Call Queues, for example, "Support – John Smith".

## Feature Prerequisites

Before the Call Queue service can be used the following conditions must be met:

- At least one 2 Way DID must be assigned to the Call Queue and be active
- There must be at least one Call Queue Agent seat in inventory at the site
- At least one Agent must be assigned to the Queue
- At least the main greeting must be uploaded into the Call Queue
- Agents may be assigned to Premium Station, Standard Station, Basic Station and Hosted PRI users

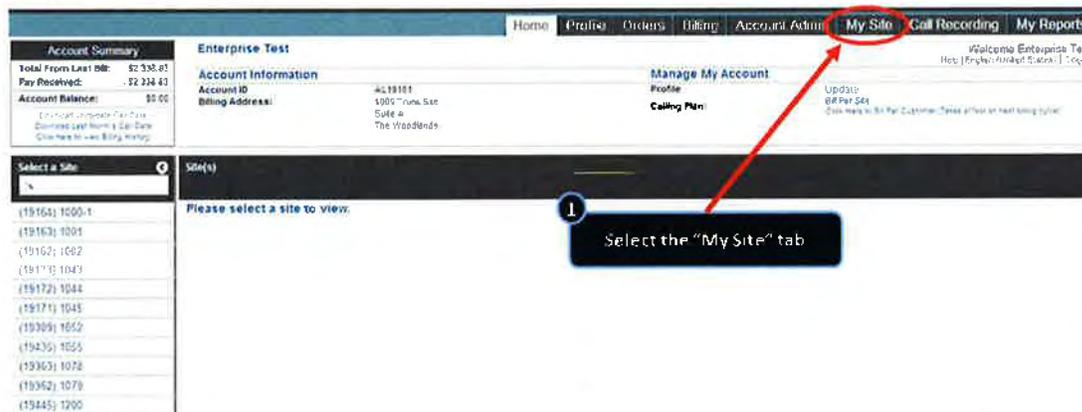
### Call Queue Notes:

- User features such as Call Forwarding are not invoked on calls to users from the Call Queue
- Agents (Users) can "sign out" of the queue by activating Do Not Disturb
- All greetings must be formatted as CCIT u-Law 8.000kHz, 8 bit Mono .WAV

## Feature Setup

Prior to using the Call Queue service, the Site administrator must set up the feature to answer and route calls appropriately. Once logged into My Account, simply follow the steps detailed below.

### Step 1. Go to My Site



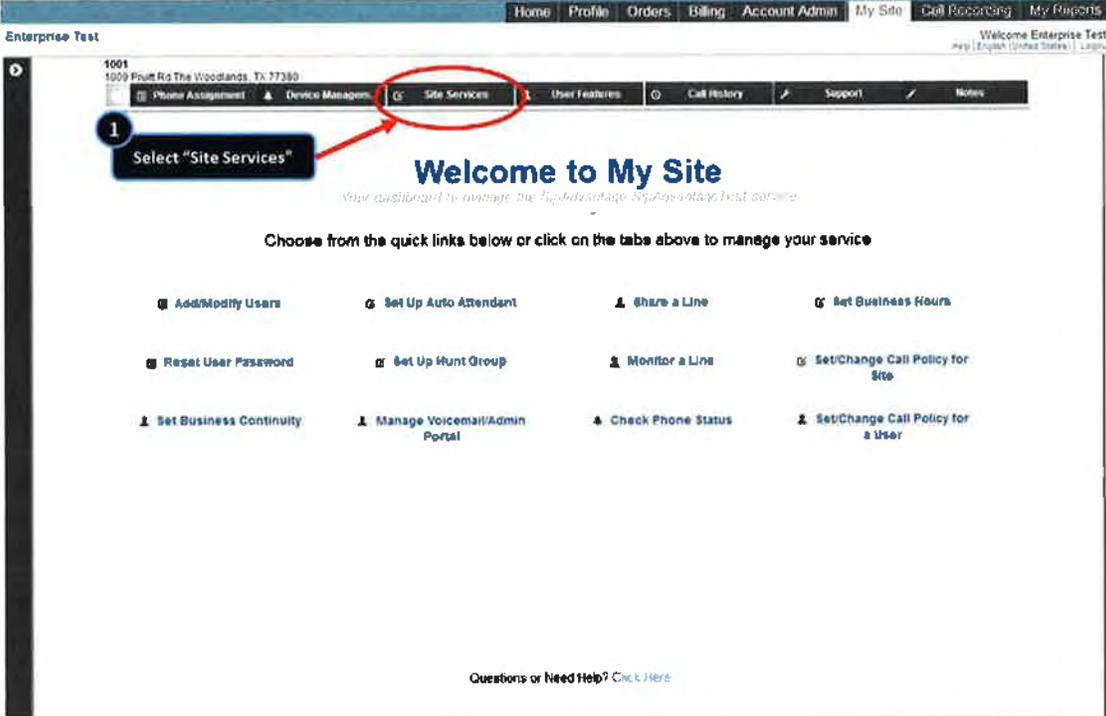
The screenshot shows the 'My Account' dashboard for 'Enterprise Test'. The navigation menu at the top includes Home, Profile, Orders, Billing, Account Admin, **My Site** (highlighted with a red circle), Call Recording, and My Reports. A red arrow points from the 'My Site' tab to a callout box that says '1 Select the "My Site" tab'. Below the navigation, the 'Account Summary' and 'Account Information' sections are visible. The 'Select a Site' dropdown menu is open, showing a list of site IDs such as (19164) 1000-1, (19163) 1001, (19162) 1002, (19173) 1043, (19172) 1044, (19171) 1045, (19309) 1052, (19435) 1055, (19363) 1078, (19362) 1079, and (19445) 1200.

### Step 2. Select the appropriate Site to configure



The screenshot shows the 'My Site' configuration page. The 'Select a Site' dropdown menu is open, displaying a list of site IDs. A red arrow points from a callout box to the dropdown menu. The callout box contains the text: '2 Select a site from the scroll box or search for a site by name or site ID and then select the site'. The 'Please select a site to view.' message is visible above the dropdown list.

### Step 3. Go to Site Services



Enterprise Test

1001  
1009 Fruit Rd The Woodlands, TX 77380

Phone Assignment Device Management **Site Services** User Features Call History Support Notes

Welcome Enterprise Test  
Map | English (United States) | Logout

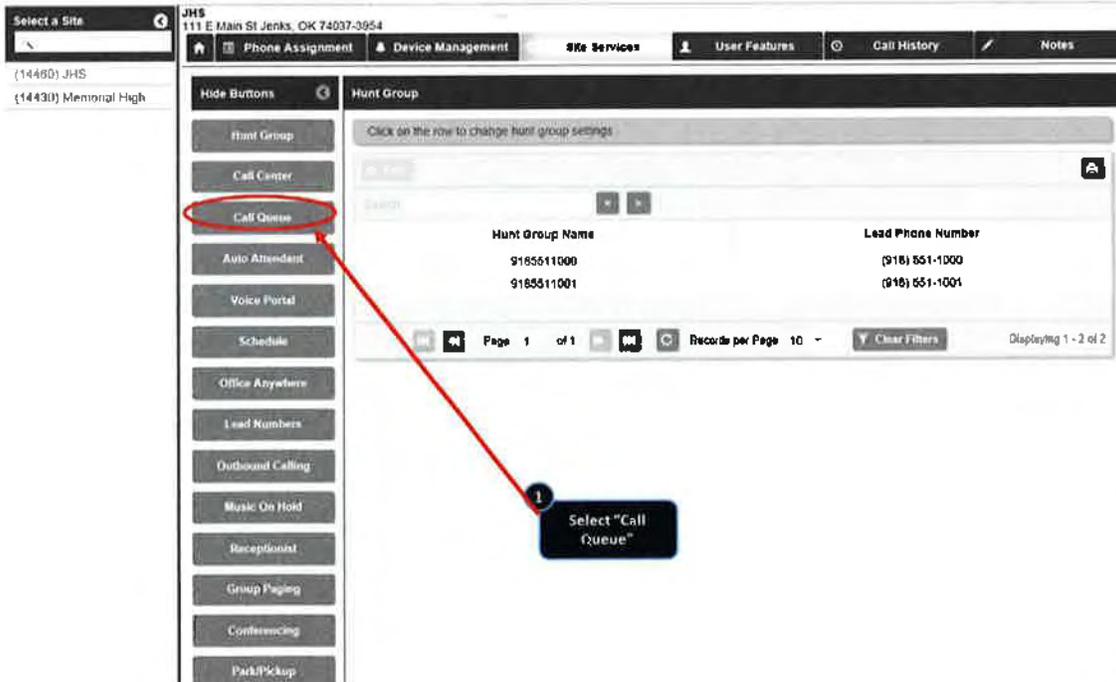
**Welcome to My Site**  
*Your dashboard to manage the high-usage, high-priority, best service.*

Choose from the quick links below or click on the tabs above to manage your service

- Add/Modify Users
- Set Up Auto Attendant
- Share a Line
- Set Business Hours
- Reset User Password
- Set Up Hunt Group
- Monitor a Line
- Set/Change Call Policy for Site
- Set Business Continuity
- Manage Voicemail/Admin Portal
- Check Phone Status
- Set/Change Call Policy for a User

Questions or Need Help? [Click Here](#)

### Step 4. Go to the Call Queue tab



Select a Site

JHS  
111 E Main St Jenks, OK 74037-3954

Phone Assignment Device Management **Site Services** User Features Call History Notes

Hide Buttons

- Hunt Group
- Call Center
- Call Queue**
- Auto Attendant
- Voice Portal
- Schedule
- Office Anywhere
- Lead Numbers
- Outbound Calling
- Music On Hold
- Receptionist
- Group Paging
- Conferencing
- Park/ Pickup

Hunt Group

Click on the row to change hunt group settings

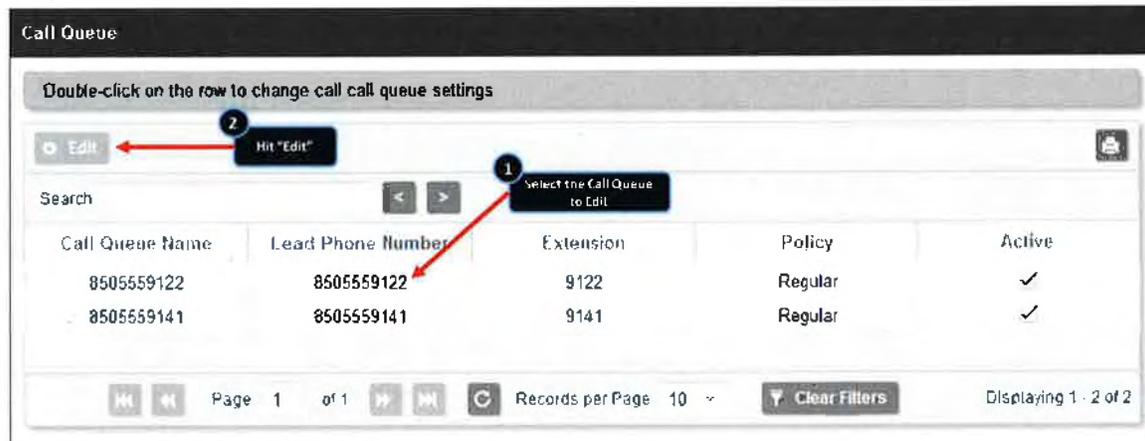
Search

Hunt Group Name	Lead Phone Number
9185511000	(918) 551-1000
9185511001	(918) 551-1001

Page 1 of 1 Records per Page 10 Clear Filters Displaying 1 - 2 of 2

Select "Call Queue"

### Step 5. Select the Call Queue to Configure



Call Queue

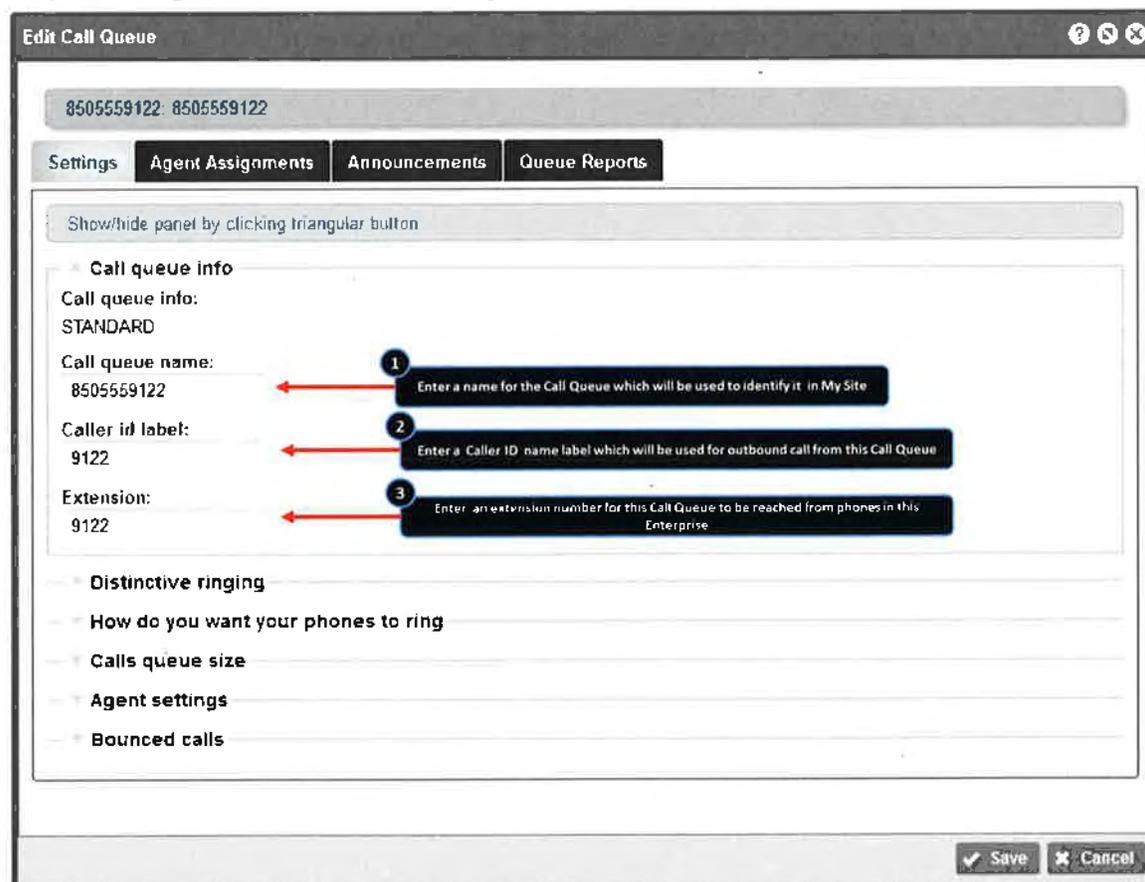
Double-click on the row to change call queue settings

Search

Call Queue Name	Lead Phone Number	Extension	Policy	Active
8505559122	8505559122	9122	Regular	✓
8505559141	8505559141	9141	Regular	✓

Page 1 of 1 Records per Page 10 Clear Filters Displaying 1 - 2 of 2

### Step 6. Configure the Call Queue Settings – Call Queue Info



Edit Call Queue

8505559122: 8505559122

Settings Agent Assignments Announcements Queue Reports

Show/hide panel by clicking triangular button

Call queue info

Call queue info:  
STANDARD

Call queue name:  
8505559122

Caller id label:  
9122

Extension:  
9122

Distinctive ringing

How do you want your phones to ring

Calls queue size

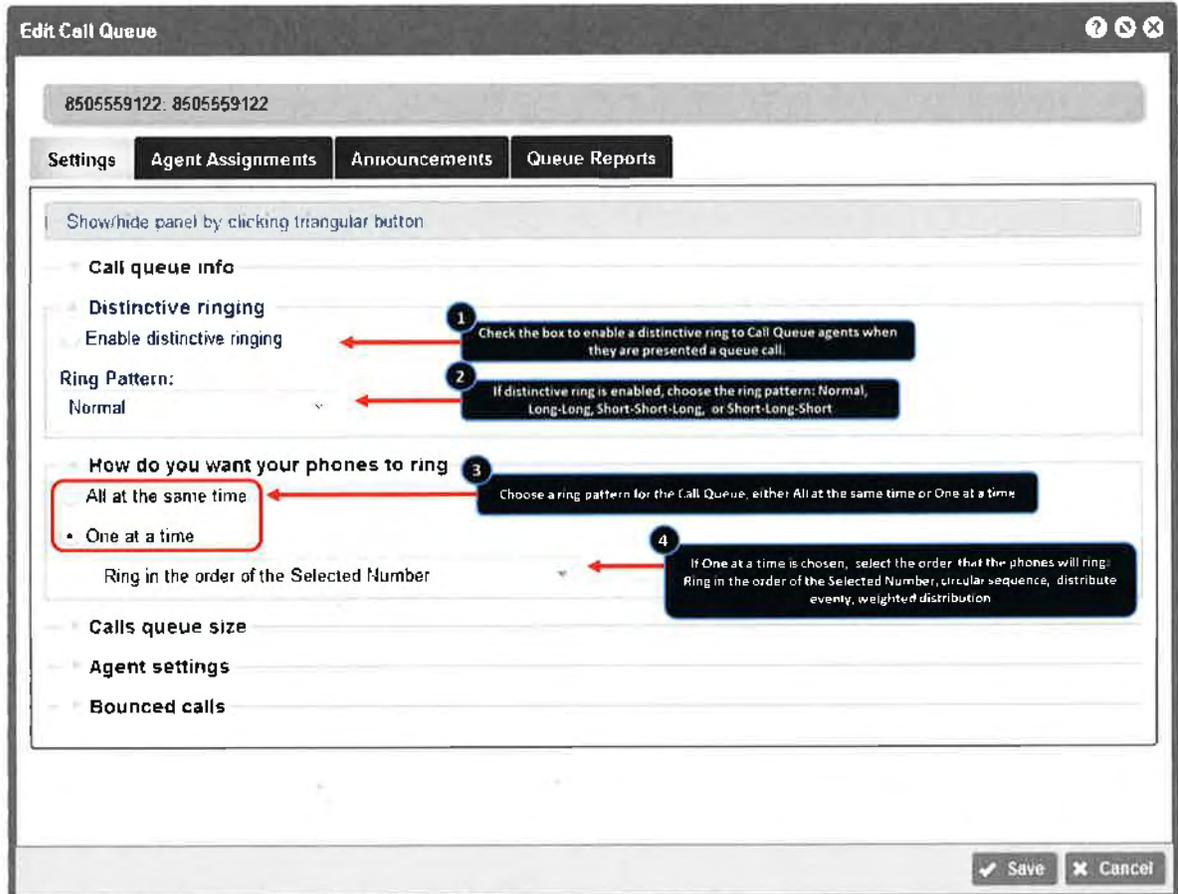
Agent settings

Bounced calls

Save Cancel

**NOTE:** The lead number is the phone number callers can dial from outside your office location to reach the queue; it is displayed in the upper-left corner

## Step 7. Configure the Call Queue Settings – Distinctive Ringing and Ring Sequence



**Edit Call Queue**

8505559122: 8505559122

Settings Agent Assignments Announcements Queue Reports

Show/hide panel by clicking triangular button

**Call queue info**

**Distinctive ringing**

Enable distinctive ringing

Ring Pattern:  
Normal

**How do you want your phones to ring**

All at the same time

One at a time

Ring in the order of the Selected Number

Calls queue size

Agent settings

Bounced calls

Save Cancel

1 Check the box to enable a distinctive ring to Call Queue agents when they are presented a queue call.

2 If distinctive ring is enabled, choose the ring pattern: Normal, Long-Long, Short-Short-Long, or Short-Long-Short

3 Choose a ring pattern for the Call Queue, either All at the same time or One at a time

4 If One at a time is chosen, select the order that the phones will ring: Ring in the order of the Selected Number, circular sequence, distribute evenly, weighted distribution

### Distinctive Ringing

When distinctive ringing is enabled and selected the agent will hear a unique ring pattern (cadence) for calls sent to them from the call queue versus other incoming calls.

### How do you want you phones to ring

Defines the order that agents will be presented calls from the queue.

## Step 8. Configure the Call Queue Settings – Queue Size, Agent Settings, Bounce Calls

### Queue Size

The queue size represents the number of calls that can be held in queue before the overflow policy is triggered. While calls are held in queue, they will hear announcements and/or hold music as configured.

### Agent Settings

**Allow multiple calls per agent (call waiting on):** If this box is checked, agents can be presented with multiple queued calls even when already on a call.

**Enable calls to agents in wrap-up state:** This feature is not enabled in the Call Queue product.

**Enable maximum wrap-up timer:** This feature is not enabled in Call Queue product

### Bounced Calls

Bounced calls are those that have been sent to an available agent, but the agent does not answer.

- Check the **After x rings** box to configure the number of rings a caller will hear before the call is bounced. Then select the number of rings from the drop-down menu.
- Check the **If agent becomes unavailable while routing** box to bounce a call being sent to an agent, should that agent transition to the unavailable state while the call is en route.
- Check the **Alert if call on hold for longer than x seconds** box to notify an agent if a call they have received from the queue has been put on hold for longer than the configured time. Enter the time in seconds or use the pull-down arrows to select.
- Check the **After being on hold by agent for longer than x seconds** box to bounce the call from the agent if the caller has been placed on hold by the agent for longer than the configured time. Enter the time in seconds or use the pull-down arrows to select.

### Step 9. Assign Agents to the Call Queue

8505559122 8505559122
? [X]

Settings
Agent Assignments
Announcements
Queue Reports

Choose the numbers that ring when the call queue lead phone number is called. The user must be activated as an agent or supervisor prior to assigning to the group.

**Licenses Info**  

Licenses	Agent
Total	4
In Use	1

**1** Review total and available (not assigned) Agent licenses available for the site selected below.

**Assign Agents**

Filter by site:  
Main

Available Agents			
First Name	Last Name	Phone Number	Agent
Valerie	Botanelli	8505559142	<input type="checkbox"/>
	8505559158	8505559158	<input type="checkbox"/>
	8505559147	8505559147	<input type="checkbox"/>
	8505559129	8505559129	<input type="checkbox"/>
	8505559161	8505559161	<input checked="" type="checkbox"/>
	9185559001	9185559001	<input checked="" type="checkbox"/>
David	Lee	8505559135	<input checked="" type="checkbox"/>
	8505559132	8505559132	<input checked="" type="checkbox"/>
U134	8505559134	8505559134	<input type="checkbox"/>
Sample	User	8505559152	<input type="checkbox"/>

Assigned Agents		
First Name	Last Name	Phone Number
cbanner	8505559131	8505559131
BB	Bill	8505559138
	8505559146	8505559146
	8505559150	8505559150

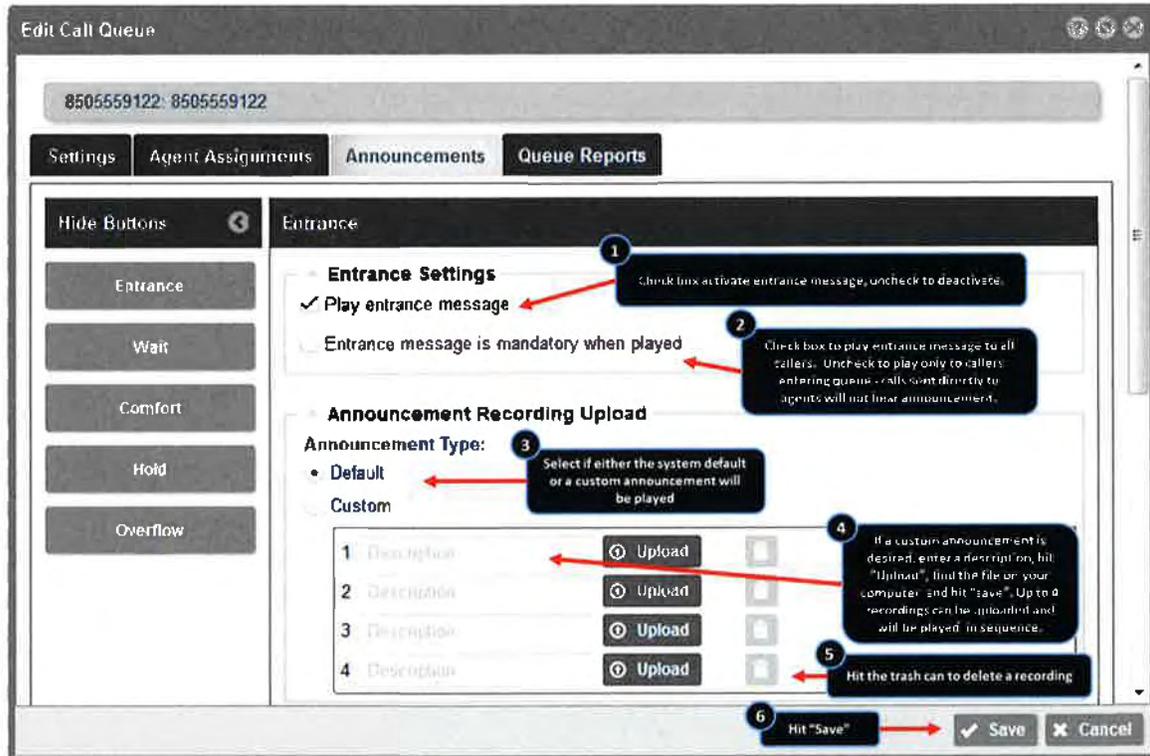
X Cancel

**2** Select the site of the desired users to assign licenses and add as agents to the Call Queue.

**3** Assign agent licenses by checking the box in the Agent column next to the user.

**4** Assign agents to the Call Queue by clicking on the user and dragging to the Assigned Agent box. To remove click and drag user to Available Agents box.

## Step 10. Configure Call Queue Entrance Message



**Entrance Settings**

- Play entrance message
- Entrance message is mandatory when played

**Announcement Recording Upload**

Announcement Type:

- Default
- Custom

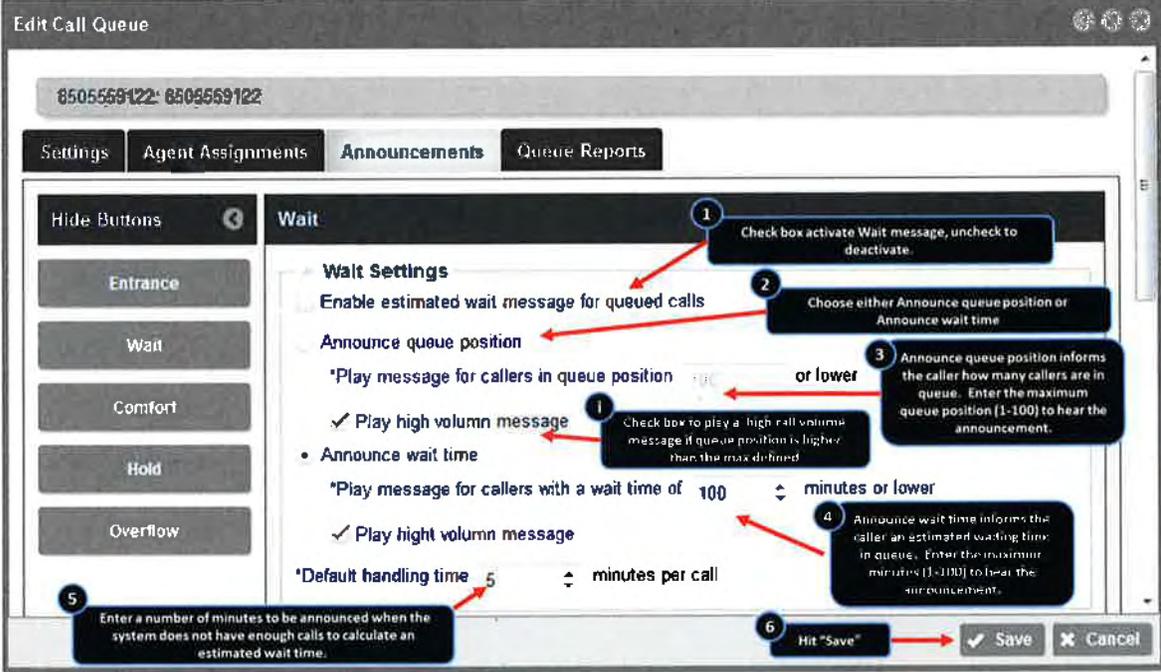
1 Description	Upload	
2 Description	Upload	
3 Description	Upload	
4 Description	Upload	

Hit "Save"

Save Cancel

**Entrance:** Played when callers first reach the queue. For example, "Thank you for calling ABC Company. An agent will be with you shortly." Optionally, it can be set as mandatory. If the mandatory option is not selected and a caller reaches the call queue while there is an available agent, the caller will not hear this announcement and will be transferred to an agent.

## Step 11. Configure Call Queue Wait Message and Settings

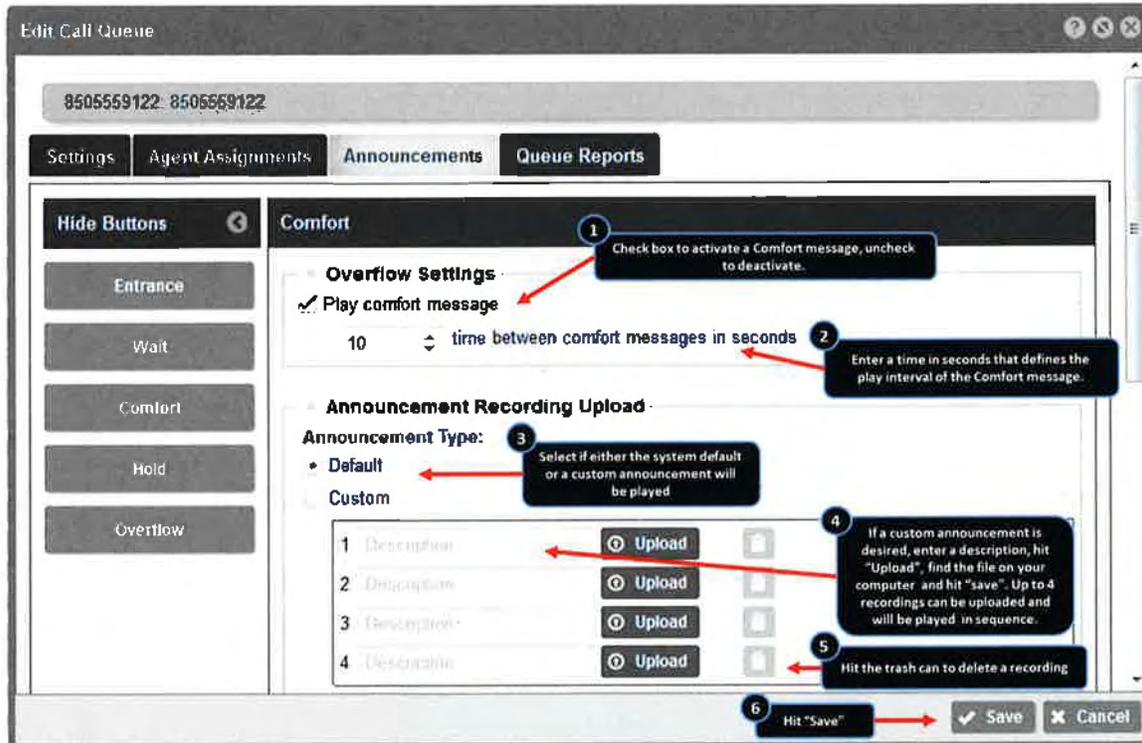


### 2 Types of Wait Messages

- a. If enabled, select the **Announce queue position** option to notify the caller of their position in the queue.
  - b. Enter a maximum number. For example, if this was set to 100 or lower, callers 100 and lower would hear their position in queue. The one-hundred first caller and higher would not hear the message.
  - c. Select **Play High volume message** (optional). If selected, a system default high call volume message would be played to callers with a position in queue higher than the configured maximum.
- OR**
- d. If enabled, select **Announce wait time**.
  - e. Enter the maximum wait time. For example, if this was set to two minutes or lower, callers with an estimated wait time of two minutes or less would hear their wait time.
  - f. Select **Play High volume message** (optional). If selected, a high volume message will be played to callers with an estimated wait time greater than the configured maximum. The estimated wait time is calculated by: *Estimated Wait Time = (caller's position in queue \* average call handling time) / number of agents available.*

If the system cannot calculate the handling time, default handling time will be used to calculate the estimated wait time.

## Step 12. Configure Call Queue Comfort Message



**Overflow Settings**

- Play comfort message
- 10 time between comfort messages in seconds

**Announcement Recording Upload**

Announcement Type:

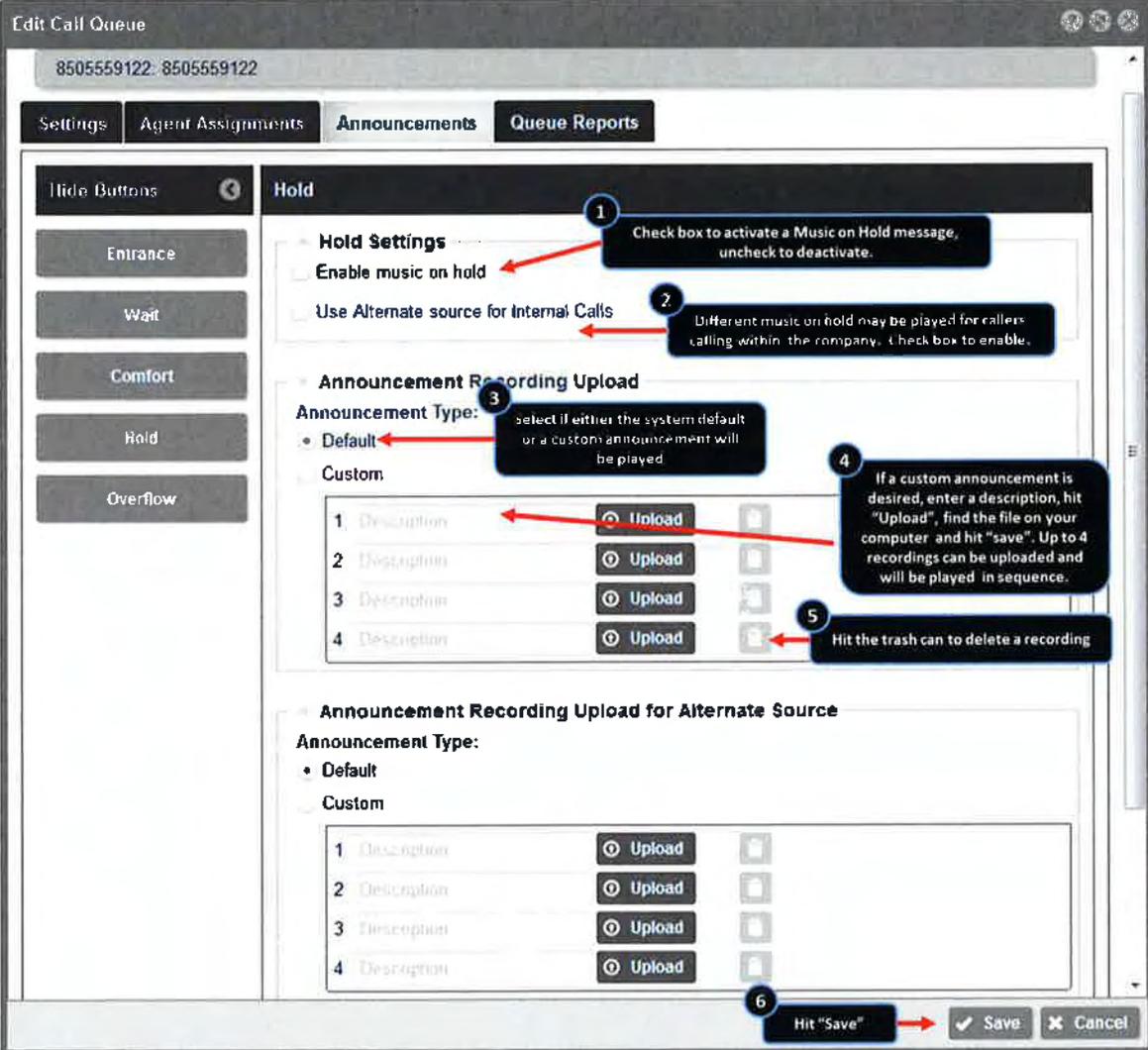
- Default
- Custom

1	Description	Upload	Trash
2	Description	Upload	Trash
3	Description	Upload	Trash
4	Description	Upload	Trash

Save Cancel

**Comfort:** Played after the entrance message and before the music on hold. This is typically a custom announcement that plays information such as current promotions or information about products and services

### Step 13. Configure Call Queue Music on Hold



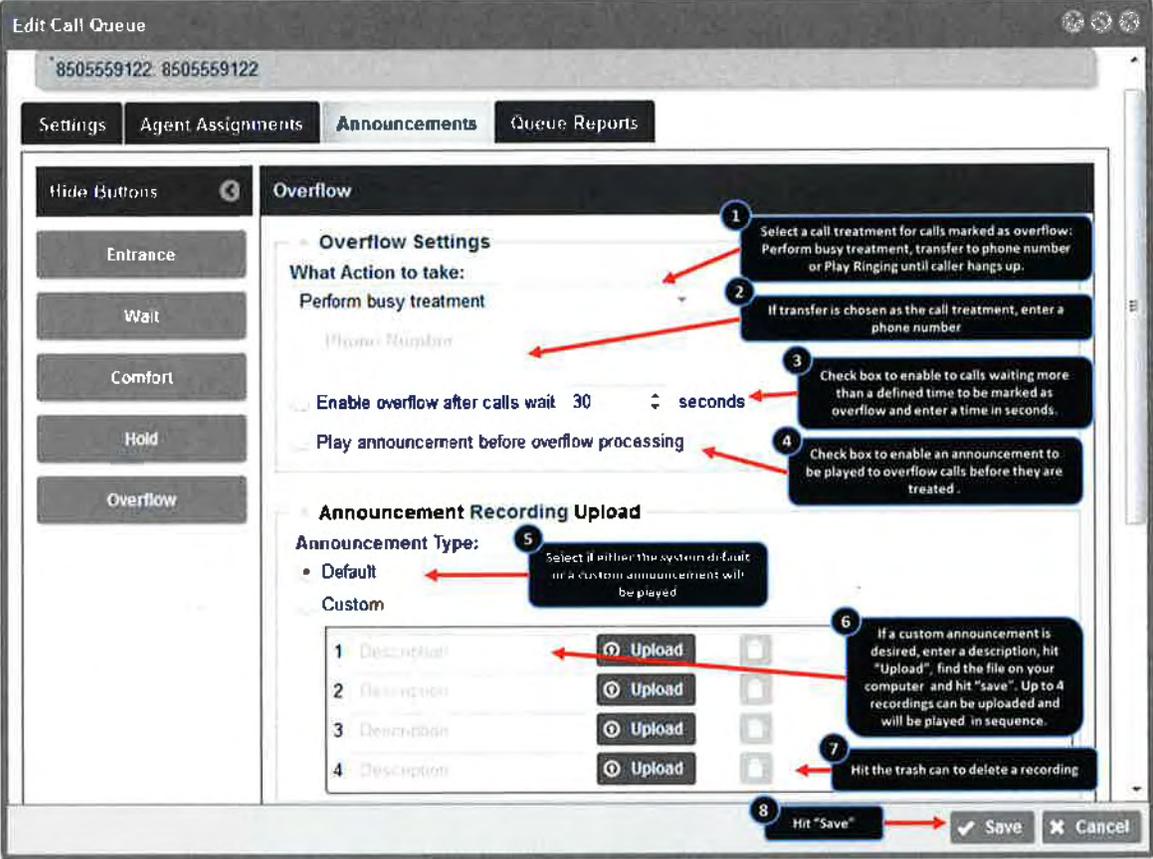
The screenshot shows the 'Edit Call Queue' interface for queue ID 8505559122. The 'Hold' tab is selected, and the 'Hold' section is expanded. The interface includes a sidebar with 'Hide Buttons' and a list of call queue buttons: Entrance, Wait, Comfort, Hold, and Overflow. The 'Hold' configuration area contains the following sections:

- Hold Settings:**
  - Enable music on hold:** A checkbox with callout 1: "Check box to activate a Music on Hold message, uncheck to deactivate."
  - Use Alternate source for Internal Calls:** A checkbox with callout 2: "Different music on hold may be played for callers calling within the company. Check box to enable."
- Announcement Recording Upload:**
  - Announcement Type:** Radio buttons for 'Default' (selected, callout 3: "select if either the system default or a custom announcement will be played") and 'Custom'.
  - Recording List:** A table with 4 rows, each containing a 'Description' field, an 'Upload' button, and a trash can icon. Callout 4 points to the 'Upload' button: "If a custom announcement is desired, enter a description, hit 'Upload', find the file on your computer and hit 'save'. Up to 4 recordings can be uploaded and will be played in sequence." Callout 5 points to the trash can icon: "Hit the trash can to delete a recording".
- Announcement Recording Upload for Alternate Source:**
  - Announcement Type:** Radio buttons for 'Default' and 'Custom'.
  - Recording List:** A table with 4 rows, each containing a 'Description' field, an 'Upload' button, and a trash can icon.

At the bottom right, callout 6 points to the 'Save' button: "Hit 'Save'". The 'Save' and 'Cancel' buttons are visible.

**Hold:** Played after the comfort message in a repetitive loop. This announcement is typically a music file.

## Step 14. Configure Call Queue Overflow Options



The screenshot shows the 'Edit Call Queue' interface for queue ID 8505559122. The 'Overflow' tab is selected. On the left, there are buttons for 'Entrance', 'Wait', 'Comfort', 'Hold', and 'Overflow'. The main area is divided into two sections:

- Overflow Settings:**
  - What Action to take:** A dropdown menu is set to 'Perform busy treatment'. Callout 1 points to this dropdown.
  - Phone Number:** A text input field. Callout 2 points to this field.
  - Enable overflow after calls wait:** A checkbox is checked, followed by a spinner set to '30' and the unit 'seconds'. Callout 3 points to this section.
  - Play announcement before overflow processing:** A checkbox is unchecked. Callout 4 points to this checkbox.
- Announcement Recording Upload:**
  - Announcement Type:** Radio buttons for 'Default' (selected) and 'Custom'. Callout 5 points to the 'Default' option.
  - Recording List:** A table with 4 rows, each with a 'Description' field, an 'Upload' button, and a trash can icon. Callout 6 points to the 'Upload' button of the first row. Callout 7 points to the trash can icon of the first row.

At the bottom right, there is a 'Hit "Save"' button (callout 8) and 'Save' and 'Cancel' buttons.

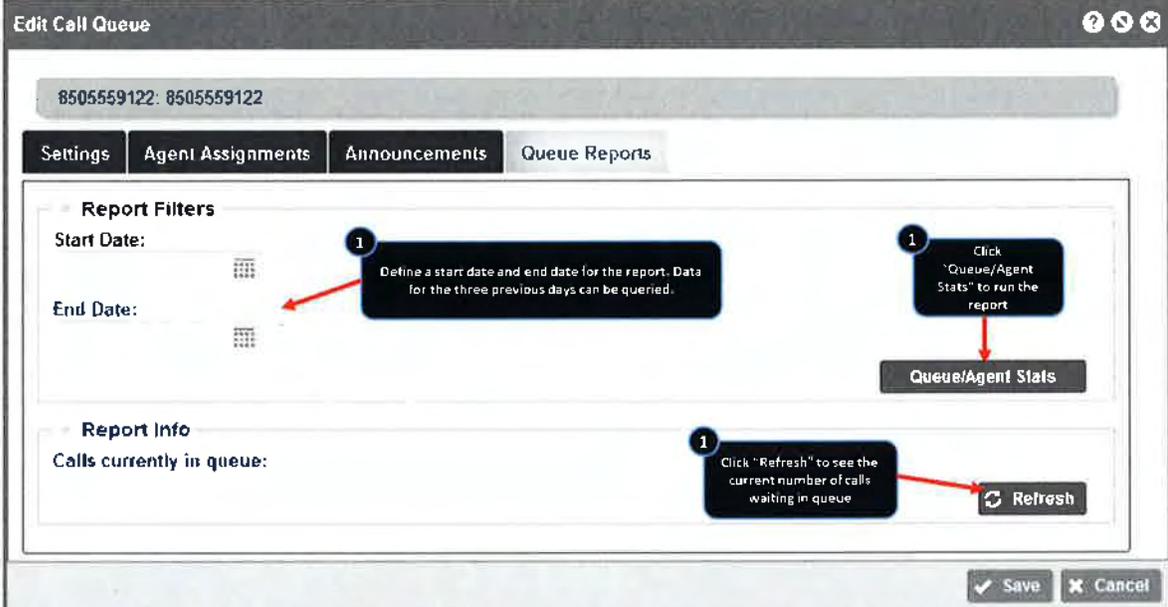
### Overflow

Overflow treatment is applied to calls when the queue reaches its size limit or when callers have been in queue for a specified amount of time. For example, if the queue size limit is set to 20, the twenty-first caller will be routed to the overflow destination. Likewise, if the overflow timer is set to two minutes, after two minutes callers will be routed to the overflow destination.

### Overflow Treatment Options

- **Perform busy treatment:** If selected, the caller will hear a fast busy tone.
- **Transfer to a phone number:** If selected, enter the number to transfer overflow calls to. This can be an extension within any site or an external number. *Note: if transferred to another Call Queue at the site, the queue timers do not reset – a call could be bounced immediately from the receiving queue.*
- **Play ringing until caller hangs up:** If selected, the caller will hear ringing until they disconnect.

### Step 15. Retrieve Call Queue Metrics



**Edit Call Queue**

8505559122: 8505559122

Settings | Agent Assignments | Announcements | Queue Reports

**Report Filters**

Start Date:  **1** Define a start date and end date for the report. Data for the three previous days can be queried.

End Date:  **1** Click "Queue/Agent Stats" to run the report.

**Queue/Agent Stats**

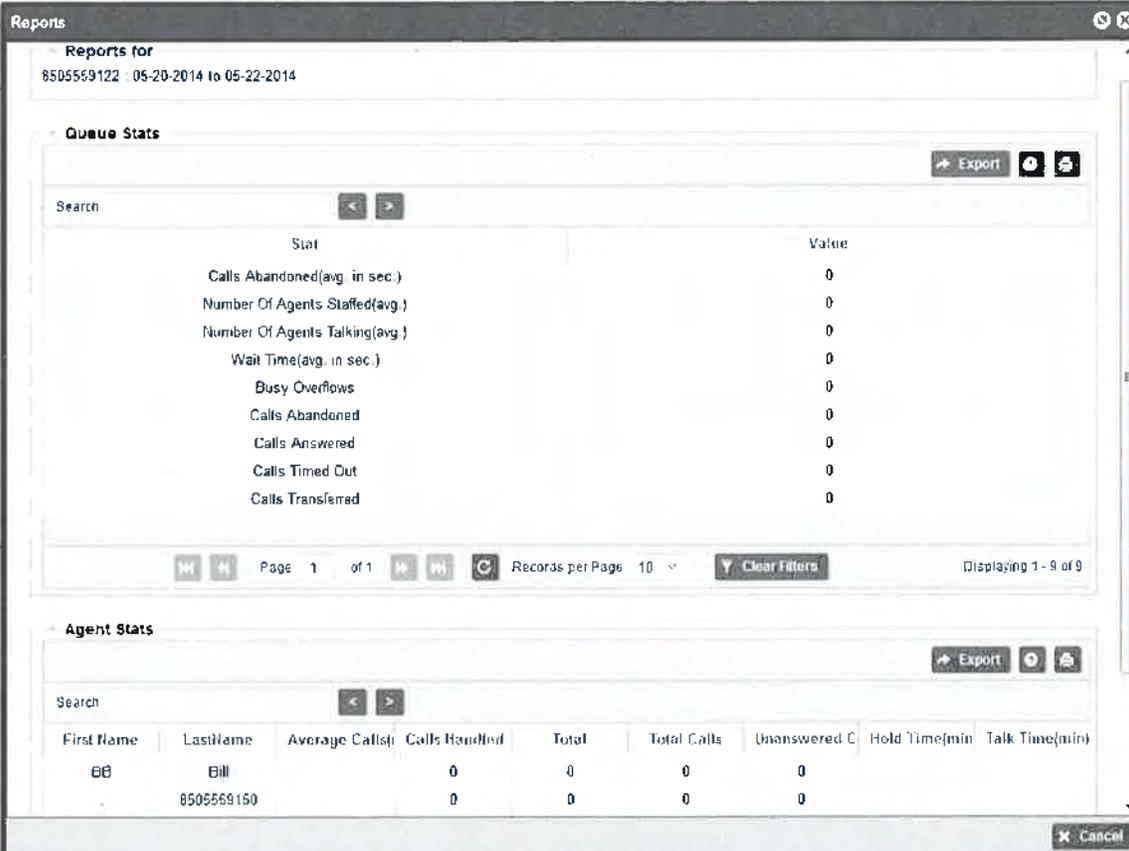
**Report Info**

Calls currently in queue:  **1** Click "Refresh" to see the current number of calls waiting in queue.

**Refresh**

Save Cancel

### An example of the Queue/Agent Stats



**Reports**

Reports for  
8505559122 : 05-20-2014 to 05-22-2014

**Queue Stats**

Export

Search

Stat	Value
Calls Abandoned(avg. in sec.)	0
Number Of Agents Staffed(avg.)	0
Number Of Agents Talking(avg.)	0
Wait Time(avg. in sec.)	0
Busy Overflows	0
Calls Abandoned	0
Calls Answered	0
Calls Timed Out	0
Calls Transferred	0

Page 1 of 1 Records per Page 10 Clear Filters Displaying 1 - 9 of 9

**Agent Stats**

Export

Search

First Name	Last Name	Average Call	Calls Handled	Total	Total Calls	Unanswered C	Hold Time(min)	Talk Time(min)
BB	Bill		0	0	0	0		
	8505559150		0	0	0	0		

Cancel



## Appendix D – USB Headsets

Engineering Advisory 62760



# Supported USB Headsets for Polycom® VVX® 500 Business Media Phones

This engineering advisory lists the USB headsets that the Polycom® VVX® 500 business media phone supports.

This engineering advisory applies to VVX 500 business media phones that use UC Software 4.0.1 or later.

## Introduction

The VVX 500 phone officially supports certain Jabra and Plantronics USB headset models. This means that Polycom certifies these models for performance and functionality. USB headset models other than the ones listed in this document may still work with the VVX 500 phone, but you may experience limited functionality.



### Web Info: Non-USB Headset Models

For a list of supported non-USB headset models, refer to [Headset Compatibility List for Polycom Phones \(Technical Bulletin 37477\)](#).

## Supported USB Headsets

Polycom certifies the following USB headset models for the VVX 500 phone:

- Jabra Pro 9465-Duo
- Jabra Pro 9470
- Plantronics Voyager Pro UC

These headsets do not have support for adjusting the headset gain. In a future maintenance release, Polycom will add support to enable users to tweak their headsets for performance.

For product details and specifications about the headsets listed in this document, refer to the following manufacturer Web sites:

- [Jabra Headset Solutions](#)
- [Plantronics Enterprise Headsets](#)

Engineering Advisory 62760

Supported USB Headsets for Polycom® VVX® 500 Business Media Phones



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## Appendix E – Non-USB Headsets



# Using Headsets with Polycom® Phones Feature Profile 37477

Have you ever fielded a phone call while simultaneously sending emails to clients or customers? Using a headset with your Polycom® phone enables you to take calls hands-free at your desk, multitask more effectively, or even handle calls while you're away from your desk. Using headsets with Polycom phones can help you maintain your productivity whether you are at or away from your workstation.

This feature profile provides information about headsets and headset-to-phone connections that are compatible with the following phones:

- Polycom SoundPoint® IP 301, 320/330, 321/331, 335, 430, 450, 501, 550, 560, 601, 650, 670 running SIP software 3.0 or later
- Polycom VVX® 1500 running SIP software 3.0 or later
- Polycom VVX® 500 running Polycom® UC software 4.0.1 or later
- Polycom VVX® 600 running Polycom® UC software 4.1.2 or later
- Polycom VVX® 300/310, 400/410 running Polycom® UC software 4.1.4 or later

This feature profile includes the following major sections:

- [Phone Interface Types, Cables, and Adapters](#) Lists Polycom phone interface types and compatible interface cables or adapters.
- [Compatible Headset Types](#) Lists compatible headset types, including analog, USB, electronic hookswitch (EHS), and Bluetooth headsets.
- [Manufacturer Support](#) Provides contact information for your headset manufacturer.



**Web Info:** Where do I find more information about using headsets with my Polycom phone?

For more information on how to use headsets with your Polycom phone, navigate to your phone's Support page from the [Polycom Voice Support](#) page and refer to your phone's Quick Start Guide and User Guide.

## Phone Interface Types, Cables, and Adapters

Polycom phones and supported headsets have 2.5 mm, RJ-9 (sometimes called *modular* or *direct-connect*), USB, or Quick Disconnect/Easy Disconnect (QD/ED) interface types. The following table lists compatible phone interface types.

**Using Headsets with Polycom® Phones: Feature Profile 37477**
**Polycom Phone Interface Types**

<i>Phone Model/Interface Type</i>	<i>Wired Headset Connection</i>	<i>Wireless Headset Connection</i>
SoundPoint IP 320/330, 321/331 (2.5 mm)	QD/ED to 2.5 mm*	RJ-9 to 2.5 mm
SoundPoint IP 301, 335, 430, 450, 501, 550, 560, 601, 650, 670 (RJ-9)	QD/ED to RJ-9	None
VVX 500, 600, 1500 (RJ-9)	QD/ED to RJ-9	None
VVX 300/310, 400/410 (RJ-9)	QD/ED to RJ-9	None

\*Although Polycom recommends using a QD/ED to 2.5 mm cable for optimal audio quality, you can also use a QD/ED to RJ-9 cable in conjunction with an RJ-9 to 2.5 mm adapter.

The following table lists the interface cables or adapters you might need to connect your headset and phone.

**Required Phone Interface Cables or Adapters**

<i>Cable/Adapter Type</i>	<i>Manufacturer</i>	<i>Part Number or Model</i>
QD/ED to 2.5 mm cable	GN Netcom Jabra	SKU 1005173
QD/ED to 2.5 mm cable	Plantronics	SKU 70765
QD/ED to 2.5 mm cable	Sennheiser	CCEL 191-2
QD/ED to 2.5 mm cable	VXI	1095
QD/ED to RJ-9 cable	GN Netcom Jabra	GN1200
QD/ED to RJ-9 cable	Plantronics	27190-01
QD/ED to RJ-9 cable	Plantronics	U10p variant
QD/ED to RJ-9 cable	Sennheiser	CSTD-01 05362
QD/ED to RJ-9 cable	VXI	1028
RJ-9 to 2.5 mm adapter	Polycom	SKU 2200-11095-002 Packs of five, valid for use worldwide. Refer to Polycom part number when ordering.

## Compatible Headset Types

Polycom phones and supported headsets have 2.5 mm, RJ-9 (sometimes called modular or direct-connect), USB, or Quick Disconnect/Easy Disconnect (QD/ED) interface types. Polycom phones are

Using Headsets with Polycom® Phones: Feature Profile 37477

compatible with a number of different headset types, including analog, USB, electronic hookswitch (EHS), and Bluetooth headsets. The tables in the following sections list the supported headset types and models:

- [Compatible Analog Headsets](#)
- [Compatible USB \(Digital\) Headsets](#)
- [Compatible EHS Headsets](#)
- [Compatible Bluetooth Headsets](#)

Other headset models may function with your Polycom phone but have not yet been tested by Polycom.



**Note: Using Sennheiser headsets with the SoundPoint IP 430 phone**

The SoundPoint IP 430 phone is not supported by UC software version 3.3.0 or later. Sennheiser headsets are not officially supported on the IP 430.

## Compatible Analog Headsets

Analog, or wired, headsets are compatible with a wired connection to most Polycom phones using one of the interface cables or adapters.

To learn more about connecting your analog headset to your phone, visit your headset manufacturer's website in [Manufacturer Support](#).

### Compatible Analog Headsets

<i>Manufacturer</i>	<i>Model</i>	<i>Compatible phones</i>	<i>Additional device(s) needed</i>
Polaris	Soundpro Monaural Noise Canceling Headset (SP10N/TT4)	All	Polaris TT4 Soundshield 3G amplifier
Polaris	Soundpro Series (SW10ND* only)	All	None
Accutone	6 Series (TM610, TB610 only)	All	None
Jabra	GN1000 Series (except USB models)	All	None
Jabra	GN2000 Series (except USB models; IP models support Wideband audio)	All	None
Jabra	GN2100 Series	All	None
Jabra	BIZ 2400 Series (except USB models; IP models support Wideband audio)	All	None
Plantronics	Supra Plus Series* (HW251N, HW261N only)	All	None
Plantronics	Encore Pro Series* (HW291N, HW301N)	All	None

**Using Headsets with Polycom® Phones: Feature Profile 37477**

<i>Manufacturer</i>	<i>Model</i>	<i>Compatible phones</i>	<i>Additional device(s) needed</i>
Plantronics	TriStar Series (H81 Voice Tube)	All	None
Sennheiser	CC 500 Series (510, 515, 515 IP*, 520 IP*, 530, 540, 550, 550 IP*)	All	None
Sennheiser	SH 200 Series (230, 230 IP*, 250 only)	All	None
Sennheiser	SH 300 Series (300, 330, 330 IP*, 335, 350, 350 IP*)	All	None
VXi	Tria Series*	All	None
VXi	Passport Series (10, 21)	All	None
VXi	UC ProSet Series* (10, 21)	All	None

\*Supports Wideband audio

## Compatible USB (Digital) Headsets

The Polycom VVX 500 and VVX 600 phones officially support certain USB headset models. Polycom has tested the models listed in the following table for performance and functionality. USB headset models other than the ones listed in the table [Compatible USB Headsets](#) may still work with the VVX 500 and VVX 600 phones, but you may experience limited functionality.

To learn more about connecting your USB headset to your phone, visit your headset manufacturer's website in [Manufacturer Support](#).

### Compatible USB Headsets

<i>Manufacturer</i>	<i>Model</i>	<i>Compatible phones</i>	<i>Additional device(s) needed</i>
Jabra	Pro 9465-Duo	VVX 500, 600	None
Jabra	Pro 9470	VVX 500, 600	None
Plantronics	Voyager Pro UC	VVX 500, 600	None



#### Note: Using the softphone mode on your USB headset

Certain USB headsets, such as those that come with a docking station, have two modes—deskphone and softphone. To work with your phone, your headset must be in softphone mode. If you cannot operate the phone from your headset, your headset may be in deskphone mode. To switch modes, press and hold the headset hookswitch until you hear a sound or message on the headset.

## Compatible EHS Headsets

The EHS feature enables you to answer and end phone calls using controls located on the headset. Your headset must include a digital serial control interface in addition to the standard analog headset jack (RJ-9) interface. The serial control interface requires an EHS adapter that you can purchase from your headset manufacturer.



### Web Info: Using an electronic hookswitch with your Polycom phone

For instructions on setting up and using an electronic hookswitch, refer to *Using an Electronic Hookswitch (EHS) with Polycom Phones* or your phone's user guide which you can find on the Polycom Voice Support page.



### Note: Required headset adapter for SoundPoint IP 320/330 and 321/331 phones

To use EHS-compatible headsets with SoundPoint IP 320/330 and 321/331 phones, you need an RJ-9 (direct connect) to 2.5 mm headset adapter, as described in *Required Phone Interface Cables or Adapters*.

To learn more about connecting your EHS headset to your phone, visit your headset manufacturer's website in [Manufacturer Support](#).

### Compatible EHS Headsets

Manufacturer	Model	Compatible phones	Additional device(s) needed
Jabra	GN9120, GN9125	All	Jabra EHS Adapter (GN Netcom SKU 14201-17)
Jabra	GN9300e Series (GN9330e, GN9350e)	All	Jabra EHS Adapter (GN Netcom SKU 14201-17)
Jabra	GN9350	All	Jabra EHS Adapter (GN Netcom SKU 14201-17)
Jabra	GO 8400 Series	All	Jabra EHS Adapter (GN Netcom SKU 14201-17)
Jabra	PRO 8400 Series	All	Jabra EHS Adapter (GN Netcom SKU 14201-17)
Plantronics	Savi Office Series** (WO100, WO200, WO300, WO350 only)	All	Plantronics APP-50 cable (Plantronics SKU 38439-01)
Plantronics	CS Series** (50, 55, 60, 70N, 261N, 351N only)	All	Plantronics APP-5 cable (Plantronics SKU 38438-01)
Plantronics	Savi 700 Series (710, 720, 730, 740, 745)	All	Plantronics APP-51 cable (Plantronics SKU 38439-11)

Using Headsets with Polycom® Phones: Feature Profile 37477

<i>Manufacturer</i>	<i>Model</i>	<i>Compatible phones</i>	<i>Additional device(s) needed</i>
Plantronics	CS500 Series (510, 520, 530, 540)	All	Plantronics APP-51 cable (Plantronics SKU 38439-11)
Sennheiser	DW Series* (Office, Pro 1, Pro 2)	All	Sennheiser EHS Polycom adapter (Sennheiser part number CEHS-PO 01)
Logitech	BH070	All	Jabra EHS Adapter (GN Netcom SKU 14201-17)

\*Supports Wideband audio

\*\*Discontinued model

## Compatible Bluetooth Headsets

The Polycom VVX 600 phone officially supports the following Bluetooth headset specifications:

- Integrated Bluetooth 2.1 EDR
- Bluetooth headset pairing HFP/HSP

## Manufacturer Support

For more information on any of the headsets listed in this feature profile, refer to your headset manufacturer's Web site:

- [Accutone](#)
- [Jabra](#)
- [Plantronics](#)
- [Sennheiser](#)
- [VXi](#)
- [Logitech](#)

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## Appendix F – Master Service Agreement

### CENTURYLINK MASTER SERVICE AGREEMENT STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION

This Master Service Agreement ("Agreement") is between CENTURYLINK COMMUNICATIONS, LLC ("CenturyLink") and STATE OF NEBRASKA ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. **Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. **Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- Domestic CenturyLink IQ<sup>2</sup> Networking Service Exhibit
- Hosted VoIP & IQ SIP Service Exhibit
- Local Access Service Exhibit
- Rental CPE Service Exhibit

3. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at CenturyLink's then current rates. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

#### 4. **Billing and Payment.**

4.1 **Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

4.2 **Payment of Invoices and Disputes.** Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3 **Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 **Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will

CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION

lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**4.5 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

**4.6 Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

**5. Default.** If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

**6. Liabilities and Service Levels.**

**6.1 Damages Limitations.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

**6.2 Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

**6.3 Service Levels.**

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 8 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

**6.4 Right of Termination for Installation Delay.** Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

CENTURYLINK MASTER SERVICE AGREEMENT  
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**7. Customer Premises; Title to Equipment.** If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

**9. General Terms.**

**9.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

**9.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

**9.3 Affiliates.** CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

**9.4 Notices.** Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [billing@centurylink.com](mailto:billing@centurylink.com). Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14<sup>th</sup> St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

**9.5 Acceptable Use Policy and Data Protection.** Customer must conform to an applicable Acceptable Use Policy ("AUP") for Services purchased under this Agreement and to the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. Unless otherwise set forth in a Service Attachment, the applicable AUP is available at <http://www.level3.com/en/security-law-enforcement-and-acceptable-use-policy/acceptable-use-policy/>.

**9.6 Confidentiality.** Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the confidential information received from the other party. Confidential information will not include Customer Data except as may be described in a Service Attachment. A party may disclose confidential information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein.

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**9.7 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

**9.8 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

**9.9 Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**9.10 International Services.** For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**9.11 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC**

**STATE OF NEBRASKA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Customer's Address for Notices: PO BOX 94848, LINCOLN, NE 68509;  
Customer's Facsimile Number (if applicable): (402) 471 - 3339  
Person Designated for Notices: General Counsel

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TECHNICAL DESIGN INTERVIEW ACKNOWLEDGEMENT

TECHNICAL DESIGN INTERVIEW ACKNOWLEDGMENT FORM

Customer Name: **STATE OF NEBRASKA**

Sales Force Opportunity ID Number or Contract ID Number:

55582297

This Acknowledgment will be effective on the date the last party signs it (the "Acknowledgment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Acknowledgment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the documents, the order of precedence in descending order of control will be: this Acknowledgment and the Agreement. Using CenturyLink's electronic signature process for the Acknowledgment is acceptable.

STATE OF NEBRASKA

CenturyLink Communications, LLC

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

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CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and CenturyLink. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. **General.** Domestic CenturyLink IQ<sup>®</sup> Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.

2. **Service.**

2.1 **Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

2.2 **Ports.** CenturyLink offers Service in the following port ("Port") types:

(a) **Internet Port.** Internet Ports provide public Internet connectivity.

(b) **Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

(c) **CenturyLink IQ<sup>®</sup>+ Port.** A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET<sup>®</sup> Remote Standard Service or 24x7 on-site maintenance using ProMET<sup>®</sup> On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ+ Port is only available in a CenturyLink determined data center.

(d) **CenturyLink IQ<sup>®</sup>+ Cloud Port.** A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink-determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notification and (iv) End-to-End Performance Reporting. CenturyLink-determined data centers may include data centers operated by CenturyLink or one of its affiliates, or data centers operated by a third-party cloud service provider. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

2.3 **Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

(a) **Monitor and Notification.** Monitor and Notification can be included with CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

(b) **Select Management.** Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

(c) **Comprehensive Management.** Comprehensive Management can be included on any eligible Port except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This

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includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

(d) **CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

(e) **Customer Responsibilities.**

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPSec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

(v) Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included with all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

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**2.7 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) **Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.8 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

**4.1 Pricing Methodologies.**

(a) **Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) **Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

(c) **Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise

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Burstable Port classification ("Precise Burstable Minimum"): Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment or (b), if a service term is not shown in a quote or a pricing attachment, three years. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

(a) Domestic Internet Ports or Private Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports: (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**5.3 Waiver of Cancellation Charges.**

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ+ Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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9. **SLA.** Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"). CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

10. **Other Terms.**

10.1 **General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

10.2 **Cancellation and Termination Charges.** This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement.

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

10.3 **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

10.4 **Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

10.5 **CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10.6 **Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

STATE OF NEBRASKA ("Customer")

and

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

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

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

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

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

STATE OF NEBRASKA

Customer Company Name

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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 PRICING ATTACHMENT

**1. Pricing.**

**1.1 Network Management Service MRCs.**

(a) **NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	Promo Code	MRC	NRC
NMS for devices associated with a CenturyLink IQ Networking Port.			
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

(b) **NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	MRC	NRC
NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).		
Select Management	\$80.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notify	\$35.00 per device	N/A

**1.2 CenturyLink IQ Networking Features**

(a) **VPN Extensions.**

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

(b) **Backbone Prioritization.** Backbone Prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

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1. **General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink<sup>®</sup> Hosted VoIP ("Hosted VoIP") and CenturyLink IQ<sup>®</sup> SIP Trunk ("SIP Trunk") (collectively, "Service") under the terms of the Agreement and this Service Exhibit.

"Administrator Portal" enables the Customer administrator to: (a) set up end users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

"Alien TN" means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.

"ANI" means automatic number identification.

"Approved Connectivity" means a new or existing CenturyLink IQ<sup>®</sup> Networking port or Data Bundle solution provided by CenturyLink, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time, (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

"Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the "Customer-Owned CPE" section of this Service Exhibit will apply.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

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

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

"Enterprise Trunk" means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.

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

"Initial Term" is term of the Service as shown in the Pricing Attachment or quote.

"IP" means Internet Protocol.

"IP Device" means IP-enabled station sets, expansion modules and handsets approved by CenturyLink for use with the Service.

"ISS" means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf) and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

"MATR" means minimum average time requirement.

"Minimum Service Term" is six months from the Start of Service Date.

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

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

"Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

"PPL" means the location given by the Customer as the Primary Place of Use for a particular TN or Bxx TN.

"Pricing Attachment" means a document containing rates specific to Service and is incorporated by reference and made a part of this Service Exhibit.

"PSAF" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Rate Sheet" means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf> and (b) for IQ SIP Trunk Service the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheets are incorporated herein by reference.

"Rate Sheet" means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv2.pdf> and (b) for IQ SIP Trunk Service the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv2>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk

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optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheets are incorporated herein by reference.

"Remote BLA" means remote bridged line appearance.

"Remote SCA" means remote shared call appearance.

"Renewal Term" means renewal periods equal to the Initial Term that commence once the Initial Term is complete.

"Router" means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

"RSS" means the International Rates and Services Schedule which can be found at [http://www.centurylink.com/tariffs/fcc\\_dlc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_dlc_ixc_rss_no_2.pdf) and which is subject to change. The RSS contains provisions relating to international toll free service.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Trunk Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

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

"Start of Service Date" means the date CenturyLink notifies Customer that Service is provisioned and ready for use.

"Term" means Initial Term and each Renewal Term.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

## 2. Service.

**2.1 Description.** Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the "Hosted VoIP Service" sub-section. Features and options available only with SIP Trunk are listed in the "SIP Trunk" sub-section. Features and options available with both Services are listed in the "Common Features" sub-section. Each Hosted VoIP and SIP Trunk seat includes one telephone number ("TN").

(a) **Hosted VoIP Service.** Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for Router rental and maintenance. Subject to connectivity and Approved CPE limits, Customer may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

(i) **Hosted VoIP Basic Seats.** Basic seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific end user. Basic seats include: the ability to make On-Net and Off-Net Calls, an end user portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependent on IP handset model or Soft Phone software. Basic seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink sales representative. The end user portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Customer administrator functionality, including the ability to set up end users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

(ii) **Hosted VoIP Standard Seats.** Standard seats are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include the features listed for basic seats above, plus a standard feature package and voicemail.

(iii) **Hosted VoIP Conference Room Seats.** Conference room seats have the same features as a standard seat, and are tailored for the purpose of attaching a conference room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference room seats do not include voice mail.

(iv) **Hosted VoIP Premium Seats.** Premium seats are designed to fit the needs of the majority of a company's professional employees. Premium seats provide end users with advanced IP phone features as well as premium phone and soft client access. Premium seats include the features listed for basic and standard seats above, plus an advanced feature package and Microsoft® Outlook® integration.

(v) **Hosted VoIP Basic Cordless Seats.** Basic Cordless seats support the same features as a basic seat, and are intended for use by Customer end users needing a certified cordless IP handset. Basic Cordless seats may require Customer to have a certified IP phone that pairs with the cordless IP handset.

(vi) **Hosted VoIP Standard Cordless Seats.** Standard Cordless seats support the same features as a standard seat, and are intended for use by Customer end users needing a certified cordless IP handset. Standard Cordless seats may require Customer to have a certified IP phone that pairs with the cordless IP handset.

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(vii) **Hosted VoIP Premium Cordless Seats.** Premium Cordless seats support the same features as a premium seat, and are intended for use by Customer end users needing a certified cordless IP handset. Premium Cordless seats may require Customer to have a certified IP phone that pairs with the cordless IP handset.

(viii) **Hosted VoIP Receptionist Seats.** Receptionist seats have the same features as a premium seat, and are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Receptionist seats may either use IP phones with up to three side car modules to expand the call appearance capacity, or a receptionist web console. Additional charges apply for side car modules and the receptionist web console. The receptionist web console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

(ix) **Hosted VoIP Admin Seats.** Admin seats are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Admin seats may either use IP phones with one side car module to expand the call appearance capacity, or a receptionist web console. An additional charge applies for the receptionist web console. The receptionist web console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

(x) **Hosted VoIP Analog Seats.** An analog seat does not include a physical device (like a phone). This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Customer's premises. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as premium Seats, except for the associated physical device.

(xi) **Hosted VoIP Spare Device.** A spare device is (a) a secondary IP Device that Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) a secondary IP Device in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that end users understand the 911 requirements if the end user uses a spare device in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(b) **SIP Trunk.** SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions and at least one seat with the Service. Features listed in this section (b) are only available with SIP Trunk.

(i) **Standard SIP Trunk Sessions.** Standard SIP Trunk Sessions include the ability to make On-Net and Off-Net calls and terminate toll free calls, access to the end user portal and Administrator Portal, Session pooling, failover, call logs, third party voice mail support, intercept user, phone status monitoring, and other features. Standard SIP Trunk Sessions support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(ii) **Enterprise SIP Trunk Sessions.** Enterprise SIP Trunk Sessions include features included in standard SIP Trunk Sessions plus Enterprise Trunking and homing to geo diverse session border controllers. Enterprise SIP Trunk Sessions also support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(iii) **Optional SIP Trunk Features.** The optional features listed in this section are available only with SIP Trunk.

(1) **SIP Trunk Standard Seats.** SIP Trunk standard seats are for use with standard SIP Trunk Sessions and enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include a standard feature package.

(2) **SIP Trunk Premium Seats.** SIP Trunk premium seats are for use with any type of SIP Trunk Session. SIP Trunk premium seats are designed to fit the needs of the majority of a company's professional employees. They provide end users with advanced IP phone features and they support inbound anywhere functionality and Soft Phone access.

(3) **SIP Trunk Mobility Seats.** SIP Trunk mobility Seats are for use with any type of SIP Trunk Session. A SIP Trunk mobility seat includes standard SIP Trunk features and it supports inbound anywhere functionality and Soft Phone.

(4) **Enhanced 911 Service.** Enhanced 911 Service provides Customer the option to have an E911 service address per telephone number. Without this option, 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual end user location.

(5) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

(6) **Session Border Controller (SBC).** SBC software enables an approved CenturyLink certified class of Adtran routers/IAD's to authenticate to our IQ SIP Trunk network in a single piece of CPE. Each software package denotes the maximum number of sessions that can be authenticated.

(7) **CTAC Customer Support.** "CTAC Customer Support" is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ<sup>2</sup> SIP Trunk Service and is subject to availability. "CTAC" means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the

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type of equipment, maintenance plans, and CenturyLink's approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.

(c) **Common Features.** Customer may purchase the following optional services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the end user and does not depend on the end user's physical location.

(i) **Hunt Groups.** An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.

(ii) **Auto Attendant.** An additional MRC and NRC apply for each auto attendant.

(iii) **Voice Mail Only Seats.** Customer may purchase optional voice mail only seats at the MRC shown in the applicable Rate Sheet. Voice mail only seats are featureless seats that allow incoming callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.

(iv) **Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as Hosted VoIP or SIP Trunk premium seats, except for the associated physical device.

(v) **Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.

(vi) **Anywhere TNs.** Customer can order optional anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk premium seats and with SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.

(vii) **Alternate TNs.** An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs are may be used for incoming calls only.

(viii) **Local, BXX and On-Net Calls.** Local calls, BXX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic Hosted VoIP seat MRCs, and in the standard and enterprise SIP Trunk Session MRCs.

(ix) **Off-Net Calls.** Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound BXX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a quote, offer attachment, or rate addendum, those negotiated rates will apply to SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer. Additional per minute charges apply to each Off-Net Call leg of a conference call.

(x) **Toll-Free.** Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1604. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound BXX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a quote, offer attachment or rate addendum, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer.

(xi) **Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: [http://www.centurylink.com/tariffs/fcc\\_dc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_dc_ops_t.pdf).

(xii) **Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.

(xiii) **Directory Assistance.** A flat per call charge applies to directory assistance.

(xiv) **Receptionist Web Console.** Receptionist web console is a web-based application that provides receptionist console capabilities for Service on a Customer PC. An additional MRC applies for each receptionist web console.

(xv) **Desktop/Mobile Soft Phones.** Desktop and mobile Soft Phones are Internet-based software that allow Customer and users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer end users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with standard or premium seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with premium or mobility seats.

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(xvi) **PAC/VPAC.** PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

(xvii) **Voicemail Transcription.** The voicemail transcription feature transcribes a voicemail into text that is delivered via email. The quality of transcripts varies and in certain cases this feature may not be available. An additional charge applies.

(xviii) **IP Failover.** IP failover is an optional feature where the Approved CPE Router is configured with the ability to route Internet and VoIP traffic to another network in the event the primary Internet connection is interrupted. IP failover is an optional feature at an additional charge. Customer is not entitled to any SLA remedies for periods when IP failover is in effect. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services. Customer will notify its end users of these additional limitations.

(A) **IP Failover Standard.** IP failover standard allows Customer to bring its own secondary Internet connection to use for failover scenarios. The secondary Internet connection must have a public IP address and not be restricted by a firewall or other type of device. Customer acknowledges that it might experience several minutes of network downtime while the transition from one network to the other takes place. The secondary Internet connection is not included in the IP failover charge. If the failover connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services.

(xix) **Contact Center Groups.** A contact center group (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to end users within a contact center group. Contact center groups can be added through the Administrator Portal at no additional charge but they require a dedicated telephone number (which is an available TN) for inbound calls. There are two levels of contact center groups: basic and standard. Customer must ensure that the MCC (Maximum Concurrent Calls) settings for that site has an adequate setting to accommodate the contact center group. Each concurrent call in queue and on a physical device associated with that site consumes a call path from the MCC setting. If the MCC is not set to an adequate amount, the maximum number of calls queued may not be realized.

(A) **Contact Center Basic Group.** Only end users with a contact center basic seat or contact center standard seat can be added to a contact center basic group. A contact center basic group does not include supervisor seat functionality, end user login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a contact center basic group.

(B) **Contact Center Standard Group.** Only end users with a contact center standard seat or a contact center supervisor seat can be added to a contact center standard group. A contact center standard group includes end user log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a contact center standard group.

(xx) **Contact Center Basic Seat.** A contact center basic seat allows end users to be assigned to a contact center basic group. Contact center basic seats include the same features as a premium seat. There are no login or logout capabilities.

(xxi) **Contact Center Standard Seat.** A contact center standard seat allows end users to be assigned to a contact center standard group. Contact center standard seats include the same features as a premium seat. End users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.

(xxii) **Contact Center Supervisor Seat.** A contact center supervisor seat allows end users to be assigned to a contact center standard group. Contact center supervisor seats include the same features as a premium seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue, and monitor calls via the included web client. Contact Center supervisor seats can also monitor contact center standard groups and contact center standard seats.

(xxiii) **Call Recording Components.** Call Recording is a cloud-based component that integrates seamlessly with the Service. Recordings will be stored on CenturyLink servers for the selected storage time period. During that time, recordings can be played directly from the administrative portal or downloaded for playback and storage. All seats within the same group must have the same call recording add-on.

(A) **Call Recording Basic.** Call recording basic add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 7 days. The maximum recording storage for a call recording basic user is 56 hours for the given 7 day period.

(B) **Call Recording Standard.** Call recording standard add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 30 days. The maximum recording storage for a call recording standard user is 240 hours for the given 30 day period.

(C) **Call Recording Premium.** Call recording premium add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 1 year. The maximum recording storage for a call recording premium user is 2,920 hours for the given 1 year period.

(D) **Compliance.** Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

2.2. **Service Conditions.** The following conditions apply to the Service:

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- (a) **Site Conditions.** Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.
- (b) **Access.** Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (if Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (if installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.
- (c) **Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit
- (i) **Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and IQ SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.
- (ii) **Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 94.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.
- (iii) **Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.
- (iv) **International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.
- (d) **Connectivity and CPE.** Except for IP handsets, which can be included with Hosted VoIP Service, Customer must purchase connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.
- (e) **Queuing Method.** Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.
- (f) **Customer-Owned CPE.** Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. Unless stated otherwise, all Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

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(g) **Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(h) **Unsupported Calls.** The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the end user Portal is used. The Services do not support Remote BLAs or Remote SCAs for SIP Trunk. Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with SIP Trunk.

(i) **Area of use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an end user tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service).

(j) **Use of Service at a Temporary Location.** This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Customer purchases the 911 Emergency Service optional feature with SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the My 911 Location page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

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

(l) **Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

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

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- (n) **Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.
- (o) **Telephone Numbers.** Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.
- (p) **Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.
- (q) **Local Origination.** Customer agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.
- (r) **Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance.
- (s) **End User License Agreements.** To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its end users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its end users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer end user must not use the third-party software client to dial 911 except from that end user's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its end users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HVIC/SIP/911advisory.pdf>. That URL is also found on the Help screen in the end user portal. It is also recommended that Customer and its end users maintain alternative access to 911 services.
- (t) **Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.
- (u) **Ancillary Device PCI Compliance.** Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.
- (v) **Security.** CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary.

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2.3 **SLA.** Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Routers, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. **911 Emergency Service.**

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

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

3.2 **Additional Information Regarding the Limitations of 911 Services.** When dialing 911 with the Service, end users should always state the nature of the emergency, and include end user location and number. The default PSAP may not be able to call the end user back if the call is not completed, is dropped or is disconnected, or if end user is unable to tell the PSAP their number and physical location. For Hosted VoIP: The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End user's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, end users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the end user and assist with the emergency. Remote BLA/SCA Limitation for Hosted VoIP: The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two separate locations when a single phone number is dialed (i.e., the end user's house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer's calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer's address has not changed until CenturyLink has completed the 911 Update Interval. For SIP Trunk: Enhanced 911 allows for 911 calls to be pinpointed to the specific location of the end user. If Customer does not add the Enhanced 911 feature, the location directed to the PSAP receiving the call will be based on the street address for the PPU where SIP Trunk is installed. The location indicated to the PSAP with the 911 call will have the TN for the PPU where SIP Trunk is installed and the address associated with that number, which may be different from the number from which an end user is calling 911 based on the options Customer has selected for its PBX and/or IAD, the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, end users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the end user back if the call is not completed or is disconnected, enabling responders to locate the end user and assist with the emergency. If Customer orders the Enhanced 911 optional feature with SIP Trunk, the "For Hosted VoIP" provisions of this section will apply in lieu of the "For SIP Trunk" provisions of this section.

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

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

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

**3.5 Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**3.6 Use of SIP Trunk Diversion Headers on 911 Calls (for SIP Trunk only).** Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

**3.7 911 Calls from Alien TNs.** When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its end users should not make 911 calls from Alien TNs.

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

PRINT CUSTOMER COMPANY NAME: STATE OF NEBRASKA  
PRINT CUSTOMER REPRESENTATIVE'S NAME: \_\_\_\_\_  
CUSTOMER REPRESENTATIVE'S INITIALS: \_\_\_\_\_

**4. Term; Cancellation.** This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for the duration of the Term. Service at a Customer location will commence on the Start of Service Date for that location, and continue for the Initial Term shown in: (a) a valid signed CenturyLink issued quote, if available; or (b) the Pricing Attachment if a Pricing Attachment is used instead of a quote. The Start of Service Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Start of Service Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its end users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Customer's Hosted VoIP and SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Customer's Hosted VoIP and SIP Trunk installed the immediately preceding month, Customer will also pay to CenturyLink a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for the canceled Service if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term other than during the Minimum Service Term. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**5. Charges.** Charges for the Service are as set forth in the Pricing Attachment, a signed CenturyLink issued quote, and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Effective Date, the parties will either (a) sign an amendment or a new quote (if available) adding pricing for the new Service elements, or (b) Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the Rate NSP-898786

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Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The MRCs and usage charges will be used to calculate Contributory Charges. NRCs and waived MRCs are not contributory. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). CenturyLink may modify or discontinue Service pricing after the Initial Term for Service at a Customer location is completed. Upgrades and purchases of additional Service after the initial order(s) may be subject to then-current Service pricing.

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

7. **E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

8. **Service Upgrades/MACDs.** CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

8.1 **Addition of Hosted VoIP or SIP Trunk Seats or SIP Trunk Sessions During Term.** Customer may add additional Hosted VoIP seats or SIP Trunk seats or Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session/seat rates shown in the Pricing Attachment, quote, or Rate Sheet will apply. If Customer adds more seats and/or Sessions per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats and/or Sessions. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk Session and seat will have its own Minimum Service Term commencing on the Start of Service Date for the seat or Session. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk seats and Sessions added during the Term.

8.2 **MACDs.** "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

8.3 **Routers.** If necessary, Customer's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Customer's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Customer must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

## 9. Rental CPE.

9.1 **General.** CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

9.2 **Eligibility.** In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

9.3 **Delivery; Return.** Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

9.4 **Ownership and Use.** Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

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**9.5 Software License.** Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**9.6 Insurance.** At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

**9.7 Charges.** The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

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

**9.9 Term.** CPE and Service ordered during a Term will commence on the Start of Service Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

**9.10 Safety Compliance.** Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

**9.11 Routers.** Router rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown in a separate Rental CPE Rate Attachment or the Rate Sheet. The Routers provided with Service vary depending on the port speed and number of seats Customer orders for a location.

**9.12 Maintenance and Configuration Changes.** CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for ProMET<sup>2</sup> Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for ProMET<sup>2</sup> On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

**9.14 Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

**10. Alternate Carrier Connectivity.** This section applies if Customer purchases connectivity (Internet access / local access) from a carrier other than CenturyLink ("Alternate Carrier") instead of purchasing Approved Connectivity.

**10.1 CenturyLink Responsibilities.** Customer agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:

(a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice

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quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.

(b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

(c) Customer is not required to use equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations.

(d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier.

#### 10.2 Customer Responsibilities.

(a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.

(b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.

(c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

**10.3 Additional Service Limitations, including 911 Calling.** The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its end users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services.

#### 11. Other Terms.

**11.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**11.2 Cancellation and Termination Charges.** This section replaces Section 4.8, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Term, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

**11.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**11.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at:

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[Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**11.5 Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

**11.6 Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

**11.7 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**11.8 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/dlc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/dlc_info_services.pdf). "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_dlc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_dlc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_dlc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_dlc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**11.9 HIPAA.** To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

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**PRICING ATTACHMENT**

**1. Hosted VoIP Pricing.** CenturyLink will charge Customer, and Customer will pay, the rates set forth below and in a signed CenturyLink issued quote for Service, which will reference this Agreement. If a quote is used, the Initial Term of the Service is set forth in the quote.

Hosted VoIP 3.0					
Service Address	Seat and Phone Type	Seat MRC for Locations with 60 Month Initial Term			Seat NRC
		151 - 200 Seats	201 - 1,000 Seats	1,000 + Seats	
	Basic VVX 301			\$13.00	\$0.00
	Basic VVX 401			\$16.00	\$0.00
	Basic VVX 501			\$18.50	\$0.00
	Basic VVX 601			\$21.50	\$0.00
	Basic SPA122			\$13.00	\$0.00
	Standard VVX 301			\$17.50	\$0.00
	Standard VVX 401			\$19.00	\$0.00
	Standard VVX 501			\$21.00	\$0.00
	Standard VVX 601			\$23.00	\$0.00
	Standard SPA 122			\$17.50	\$0.00
	Premium VVX 301			\$18.00	\$0.00
	Premium VVX 401			\$19.50	\$0.00
	Premium VVX 501			\$21.50	\$0.00
	Premium VVX 601			\$23.50	\$0.00
	Premium SPA 122			\$18.00	\$0.00
	Conferencing IP 5000			\$24.00	\$0.00
	Conferencing IP 6000			\$32.50	\$0.00
	Conferencing IP 7000			\$41.00	\$0.00

**1.1 Hosted VoIP Seat Pricing.** Seat pricing tables are found in the Rate Sheet for Hosted VoIP Service located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>.

**1.2 Phone Upgrade Pricing.** Pricing for phone upgrades are found in the Rate Sheet for the Hosted VoIP Service.

**1.3 Hosted VoIP Additional Charges.** Please see the Rate Sheet for Hosted VoIP Service for additional charges, which includes pricing for additional features such as Hunt Groups, Auto Attendant, Receptionist Web Console, IP Communicator, Voice Mail Seats, Available TNs, white page listings, and directory assistance; the terms and pricing for the LD/TF Offer; Upgrade/MACD charges; and other charges.

Additional Equipment		
Equipment	MRC	NRC
Polycom Color Expansion Module	\$8.00	\$0.00

CENTURYLINK MASTER SERVICE AGREEMENT  
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LOCAL ACCESS SERVICE EXHIBIT

1. **General.** CenturyLink will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. **Service Description and Availability.**

2.1 **Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring unless CenturyLink notifies Customer that Extended Wiring is included with a service offering, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 **Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) **Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) **Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic.) "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically, varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically, predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking CoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(c) **Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) **DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

2.2.1 **Use of IP Connection.** In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

2.3 **Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 **CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) **On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third-party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf> which is subject to change.

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(b) **Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**2.3.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

(a) **Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

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(b) **Extended Wiring.** "Extended Wiring" means additional wiring from the Demarcation Point to Customer's network interface equipment. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available). Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the Demarcation Point only.

(c) **Construction.** Construction charges apply if: (i) special construction is required to extend Service to the Demarcation Point; or (ii) other activities not covered by Extended Wiring are required beyond the Demarcation Point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(d) **Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(e) **Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) **Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†includes all types of Service Technology unless otherwise noted.

(b) **All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

(c) **Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(d) **Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at

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a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

- (e) **Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until:
- (i) Customer furnishes the required DFOC to CenturyLink; or
  - (ii) either party cancels the associated CPA with the CPA provider.

6. **Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CPA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CPA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

7. **Other Terms.**

7.1 **General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2 **Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party; or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

7.3 **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

7.4 **Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 **CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means

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Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**7.6 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/cic\\_info\\_services.pdf](http://www.centurylink.com/tariffs/cic_info_services.pdf). "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/foc\\_cic\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/foc_cic_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/foc\\_cic\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/foc_cic_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**8. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means the CenturyLink designated interface between the CenturyLink Domestic Network or the Leased Access provider network and Customer's telecommunications equipment. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of the local access provider's outside distribution network facilities.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Preferred Provider" or "PP" means a specific local access provider requested by Customer for Leased Access.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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RENTAL CPE SERVICE EXHIBIT

1. **General; Definitions.** CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink order request form issued and executed by CenturyLink and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ@ Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any CenturyLink bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

2. **Delivery and Return.** CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

3. **Ownership and Use.** Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink, its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

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

5. **Insurance.** Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence and aggregate.
2. "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including CenturyLink or a third-party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

6. **Charges.** The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Service and demand return of CPE if payment is not made when due.

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

8. **Term.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect

CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
RENTAL CPE SERVICE EXHIBIT

obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

**9. Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer is responsible for informing CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

**10. Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

**11. Miscellaneous.** With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

**12. Other Terms.**

**12.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**12.2 Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable CPE Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**12.3 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**12.4 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**12.5 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**CENTURYLINK IQ<sup>2</sup> DATA BUNDLE OFFER ATTACHMENT**

This CenturyLink IQ<sup>2</sup> Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ<sup>2</sup> Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the CenturyLink<sup>®</sup> Total Advantage<sup>™</sup>, CenturyLink<sup>®</sup> Loyal Advantage<sup>™</sup>, CenturyLink<sup>®</sup> Master Services Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. **Scope.** Customer may purchase a Data Bundle Standard or Data Bundle Pro solution (each a "Data Bundle") under this Attachment. "Data Bundle Standard" is a combination of a CenturyLink IQ Networking Internet or Private Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Data Bundle Standard includes 10 Rental CPE configuration changes per year. "Data Bundle Pro" includes all Service elements and features of the Data Bundle Standard plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration, and Ethernet switch options on the Ethernet-based bundles. VoIP configuration options are available with both Data Bundle Standard and Data Bundle Pro. VoIP configuration options may vary depending on the platform.

2. **Eligibility and Restrictions.** Customer must order all the applicable Service elements in the Data Bundle at the same time under an Agreement with either a 24, 36, or 60 month Term.

2.1 **Data Bundle Ports and Local Access.** Data Bundle Standard and Data Bundle Pro are available with the CenturyLink IQ Networking Port bandwidths shown in the Eligible Rental CPE table below (each a "Data Bundle Port"). Ethernet Data Bundle Ports must use Ethernet Local Access ("ELA"). If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port Data Bundles. The Internet Port or Private Port Data Bundle Port MRC will be used to calculate Contributory Charges.

2.2 **Rental CPE.** The following table shows the eligible Rental CPE that may be used with each Port speed and Data Bundle.

Bundle Types	Eligible Rental CPE available with all Data Bundle Port Types (Internet and Private)						
	CenturyLink IQ Networking Port Bandwidths						
	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps <sup>1</sup>	With ELA 100 Mbps – 1Gbps <sup>2</sup>	DS3
Data Bundle Standard (ADTRAN)	ADTRAN 3430	ADTRAN 3430	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	N/A	N/A <sup>5</sup>	ADTRAN NV5305
Data Bundle Pro (ADTRAN)	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	ADTRAN 908e w/ SBC <sup>4</sup> or 1335P <sup>2</sup>	ADTRAN 5660 w/ SBC <sup>4</sup>	ADTRAN NV5305
Data Bundle Standard (Cisco)	Cisco 1941	Cisco 1941	Cisco 1941	N/A	N/A	N/A	N/A
Data Bundle Pro (Cisco)	N/A	N/A	N/A	N/A	N/A	Cisco 4431-SEC	N/A
Data Bundle Pro (Juniper)	N/A	N/A	N/A	N/A	Juniper NFX250-S2	N/A	N/A
Data Bundle Standard (Juniper)	N/A	N/A	N/A	N/A	N/A	Juniper EX330D <sup>3</sup>	N/A

<sup>1</sup>Bandwidths increase in 10 Mbps increments.  
<sup>2</sup>The 1335P only supports Ethernet speeds up to 10 Mbps.  
<sup>3</sup>Bandwidths increase in 100 Mbps increments.  
<sup>4</sup>Session Border Controller.  
<sup>5</sup>VPN tunnels are not supported.

The Rental CPE must be configured and installed for use with a Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET<sup>®</sup> Remote Standard Service and 24x7 on-site maintenance uses ProMET<sup>®</sup> On-Site Premium Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE if a problem is caused by Customer's use of the password, (b) Customer is not entitled to any SLA credits, (c) CenturyLink is not obligated to provide any CPE configuration assistance, and (d) any CenturyLink provided CPE configuration assistance will be at its then-current time and material rates.

2.3 **Upgrade.** During a Service Term, Customer may upgrade a Data Bundle with a Bandwidth Upgrade, Pro Upgrade, Maintenance Upgrade, or Port Upgrade (collectively an "Upgrade"). All Upgrades are subject to the Upgrade NRC. Customer may need to amend the Agreement to include a revised Term with an Upgrade. Bandwidth and Pro Upgrades must (a) keep the same CPE Rental brand, and (b) begin a new Service Term that is the same or longer than the existing Service Term except that Customer is not

**CENTURYLINK IQ<sup>2</sup> DATA BUNDLE OFFER ATTACHMENT**

required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

a. **Bandwidth Upgrade.** Customer may upgrade to a higher bandwidth or to a Managed Data Bundle, which is purchased separately, (each a "Bandwidth Upgrade") if the Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3.

b. **Pro Upgrade.** Customer may upgrade from a Data Bundle Standard to a Data Bundle Pro at the same bandwidth level ("Pro Upgrade") at any time during the Service Term.

c. **Maintenance and Port Upgrade.** Customer may upgrade a Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance ("Maintenance Upgrade") or from an Internet Port to a Private Port ("Port Upgrade") without restarting a new Service Term if Customer: (i.) has a location and Rental CPE that qualifies, (ii.) keeps the same bundle type and bandwidth and (iii.) pays the Upgrade NRC.

**2.4 Moves.** Customer may move a Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

**2.5 Relocation.** Customer may relocate a Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade, a Pro Upgrade or the same Data Bundle, (d) pays the Upgrade NRC and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

**3. Pricing.** Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Data Bundle ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

**3.1** If Customer wishes to order a new Data Bundle or modify an existing Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Data Bundle or, (ii) if Addendum A applies and the new Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Data Bundle that is specified on the quote.

**3.2 Data Bundle Pricing.** The Data Bundle Port MRC includes the MRCs for the Data Bundle Port and Rental CPE. CenturyLink will waive End-to-End Performance Reporting MRCs. The Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Data Bundle expires, CenturyLink may modify pricing for the Data Bundle. Upgrades and additional Data Bundle orders after an initial order may be subject to then-current Data Bundle pricing.

**3.3 Local Access Pricing.** Local Access rates are in the quote or in Addendum A.

**3.4 Upgrade NRC.** Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundUPGR	\$275.00

**4. Term; Cancellation.**

**4.1 Term.** The term of an individual Data Bundle begins on the date CenturyLink notifies Customer that a Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of months as specified in Customer's order for a Data Bundle ("Service Term"). The Service Term is indicated in the quote or the pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Data Bundle Service Term. Upon expiration of a Service Term, the Data Bundle will remain in effect on a month-to-month basis until canceled by either party with 60 days' prior notice.

**4.2 Cancellation.** Upon cancellation of a Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Data Bundle Port Cancellation Charge equal to: (i) 100% of the Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus (iii) 50% of the Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless

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a shorter notice period is identified in a Service Attachment). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Data Bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

**4.3 Waiver of Cancellation Charges.**

(a) **Upgrade.** When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Data Bundles installed for at least 12 months, and (iii) Local Access Cancellation Charges for all other Data Bundles.

(b) **Moves.** When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

(c) **Relocation.** When Customer has a Relocation, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Data Bundles.

**4.4 Rental CPE Purchase.** Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Rental CPE. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

**5. Add-On Connection.** Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Data Bundle Pro, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink, and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 10 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

<b>CenturyLink IQ Data Bundle Pro Rental CPE Routers that Support Add-On Connection Cards</b>	
<b>Router</b>	<b>CenturyLink IQ Data Bundle Bandwidth</b>
ADTRAN 4430	5xDS1 through 8xDS1
Adtran1335POE	up to 10 Mbps
ADTRAN 5305	DS3
ADTRAN 5660 w/ SBC and ADTRAN 5660	100 Mbps through 1Gbps in 100Mbps increments
Cisco 4431-SEC	100 Mbps through 1Gbps in 100Mbps increments

<b>CenturyLink-approved Add-On Connection Cards</b>	
<b>Cisco</b>	<b>ADTRAN</b>
HWC-1DSU-T1	
VWC3-2MFT-T1/E1	
SM-X-1T3/E3	
EHWC-4G-LTE-VZ	
EHWC-4ESG	
HWC-2FE	1202862L1 (Single T1 NIM)
EHWC-1GE-SFP-CU	1202872L1 (Dual T1 NIM)
GLC-LH-SMD	1200481E1 (1000BASELX LC SFP)
GLC-SX-MMD	1200480E1 (1000BASESX LC SFP)
NIM-1MFT-T1/E1	
NIM-2MFT-T1/E1	
NIM-4MFT-T1/E1	
NIM-ES2-4	
NIM-1GE-CU-SFP	
NIM-2GE-CU-SFP	

(a) **Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

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Description	NRC
Add-On Connection Card Replacement Program	\$50.00 per Add-On Connection Card

**6. Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, and the Agreement. This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**7. Other Terms.**

**7.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**7.2 Cancellation and Termination Charges.** This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

**7.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form; and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**7.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**7.5 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**7.6 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Offer Attachment, the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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CENTURYLINK IQ<sup>SM</sup> DATA BUNDLE OFFER ATTACHMENT

ADDENDUM A  
CENTURYLINK IQ<sup>SM</sup> DATA BUNDLE PRICING

The CPE Rental term and each Data Bundle Port and Local Access circuit receiving Data Bundle pricing will be subject to the Service Term set forth in the applicable pricing table. If Customer wishes to order a Data Bundle that is not shown in the pricing tables below, Customer must enter into a separate written amendment that includes the applicable Data Bundle.

Key to the symbols used in the following tables:

\* The Internet Port or Private Port Data Bundle Port MRC will be used to calculate Contributory Charges.

\*\* The Customer's location must qualify for on-site maintenance.

The Customer's ELA price will be determined by the Product Pricer quote.



## Appendix G – Project Plan

### Hosted VoIP Installation

Once the orders for your CenturyLink Government UCaaS solution have been submitted, CenturyLink will assign the State of Nebraska Project Team to a CenturyLink technical project coordinator (TPC) who will be your main point of contact while we install your service. We will also assign a system designer (SD) to help you program your new phones and train your employees.

We will handle most tasks, but we will contact you through the installation to ask for information we need to set up your service. Please note that with the size and complexity of the State of Nebraska implementation, the minimum interval will be 120 days from time of order acceptance by our VoIP order team, but it is likely that the State of Nebraska will port numbers in a staged manner, and therefore it could take longer than that. Installation process steps are below.

#### Step 1: Place your order

Sign your contract and return to our sales team to begin your Hosted VoIP installation.

#### Step 2: Meet the CenturyLink team handling your order

We will introduce you to your project coordinator, account consultant, and system designer.

**Outcome:** We will confirm your roles and responsibilities—as well as ours—with an overview of the proposed solution.

**Responsibility:** project coordinator + customer technical contact(s).

#### Step 3: CenturyLink enters your order and starts provisioning

We will place your order and start configuring your service:

- install data circuit
- ship hardware
- introduce your system designer and discuss your end users
- set up your end users in the VoIP portal

**Outcome:** The project coordinator will begin once the installation is requested.

**Responsibility:** project coordinator, account consultant, customer technical contact(s)

#### Step 4: CenturyLink installs your service

- install site hardware
- train your end users (system designer)

**Outcome:** Once your solution is installed, **your system designer will train you and your end users.**

**Responsibility:** project coordinator and customer technical contact(s)

#### Step 5: CenturyLink ports your telephone numbers

- Select date & time to port your telephone numbers
- Activate VoIP services

**Outcome:** The project coordinator works with you to schedule porting.

**Responsibility:** project coordinator and customer technical contact(s)

### **New construction and general customer requirements**

- If one of your locations is currently under construction, we will need electrical power at that location to proceed with installation. A permanent, grounded, 3-prong electrical outlet is required. \*Extension cords do not meet this requirement.
- Space requirements—you must designate wall or rack mounts.
- If wall mounted CPE is desired, please provide eye level 4x4 fire retardant ¾" plywood backboard.
- Fiber builds and network builds may be necessary and will extend installation time frames.
- You are responsible for all fiber optic or copper cables extending from the CenturyLink demarcation point to the termination point.
- Additionally, entrance facilities must be in place to support a fiber build.
- Conduit is the facility from the edge of your business property line to the negotiated (with CenturyLink) equipment location inside your building (i.e. demarcation point). It must be equipped with a 200-pound calibrated pull string for the fiber cable. Details including (but not limited to) conduit type, size, quantity, and sweeps or bends will be provided by the CenturyLink network engineer during the site survey. He or she will determine whether the existing conduit structure is sufficient to support your service. The conduit running inside your building needs to be provided overhead or under the floor in a raised floor computer room environment. Note: If your business is located in a building that is not owned by your company, you need to work with your building owner/manager to provide the requirements listed so that CenturyLink can build your new fiber-based services.
- An extended demark is required to get the T1 or ethernet circuit within 10 feet of the router.
- You ensure a minimum of CAT5e cabling with direct connections from end-user wall plate (including WAP locations) to patch panel. This is known as a "home run" and neither hubs, switches, or any other intermediary device shall be permitted between the end-user phone and POE switch.
- Door buzzer / ring-down line—If you request a door buzzer or ring down line, it must be pre-approved prior to order acceptance.
- Overhead paging—you are responsible for configuring your paging adapter to work with the FXO or FXS handoff from the analog terminal adapter (ATA). Pre-approval required to determine port type.
- Faxing can be problematic if the transmission rate is higher than 14.4K. It is recommended to leave faxing off VoIP if faxing is mission-critical to a business.
- Alarm, elevator, sprinkler, and modem lines should be sold as POTS lines, not using an ATA. This is based on industry best practice and some alarm vendors and municipalities' mandate keeping this on POTS service.

### **Location telephone number**

Please provide working phone numbers for every location. They are necessary for us to locate the building.

### **Local contact**

We require a designated contact for each location we are installing. The contact must be physically present every day—Monday through Friday—during business hours at the service address and must be available by phone.

### **Technical contact**

A technical contact who can answer detailed questions about your current network infrastructure for each location is required.

Your IT contact should know:

- What network equipment is used at each site
- The desired configuration including IP addressing/connectivity, routers and firewalls

Your telecom contact should be familiar with the types of phones and where they will be located.

### **Number porting**

A completed LOA (letter of agency) must be received to complete our installation. The following actions will help you successfully complete your LOA:

- Provide a list of phone numbers that you would like to remain on your service. These numbers will be ported for you.
- Remove PIC freezes from these numbers. We cannot port numbers with PIC freezes.
- Provide a copy of your current service bill.
- Ensure that ported numbers do not have DSL (high-speed Internet) on them or the Internet service will be lost.
- Make sure that the previous provider is paid in full prior to porting your numbers. We cannot port unpaid accounts.
- Disconnected numbers cannot be ported.
- Porting timeline: 12–30 days based on total numbers to be ported.

Appendix H-BroadCloud Customer  
Firewall Requirements

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## Appendix H – BroadCloud Customer Firewall Requirements



# BroadCloud Firewall, Security and Network Considerations Requirements

Document Version 1.2

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## BroadSoft® Guide

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Draft	0.1	Created document.	March 9, 2017	BroadCloud Engineering
Draft	0.2	Added DNS/NTP Addresses	June 8, 2017	BroadCloud Engineering
1	1.0	Document Released	July 17, 2017	BroadCloud Engineering
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1	1.2	Updated Section 4 - NA Commercial with the additional IP Addresses for CH & DA and new IP Addresses for LA & NY for Hosted, SIPConnect & Apps	April 24, 2018	BroadCloud Engineering
		Updated Section 4 - NA FedRAMP with the additional IP Addresses for CH & DA for Hosted, SIPConnect & Apps		

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## 1 Introduction

This document provides an overview of the required protocols for service on the platform including the ports that are used.

*It is our Partner's responsibility to ensure their customer's CPE is configured securely in accordance with industry best practices.*

*Identifying the protocols and ports that are to be used is the first step in designing a security policy using firewalls and/or access control lists (ACL) to restrict access to only the required services.*

As part of successful Customer Premises Equipment (CPE) deployment and operation, all required devices, features, portals and applications located in *Section 4, Port Requirements* should have the corresponding LAN/WAN requirements for service implemented and tested before live customer calls are made.

## 2 Firewall and Security Best Practices

A correctly configured firewall is *essential for all* customer deployments.

Not all firewall configurations need ports to be opened. If the customer is running inside to outside rules then ports should be opened to allow the *protocols* required for service out.

*There should be no reason for the customer to open ports inbound on the firewall if reasonable binding periods are defined.*

## 3 Customer Deployment Best Practice

### Password Policy Best Practice

Manually configured CPE, including but not limited to routers and firewalls should always be configured with passwords that adhere to industry best practices for password policies.

Passwords should:-

- Be lengthy
  - A minimum of 8 characters
- Be complex
  - Containing:-
    - Upper and lower case letters
    - Numbers
    - Symbols where the CPE can support this
- Not contain dictionary words
  - Not contain the customer name
- Not contain the customer's the phone number
- Be encrypted and kept in a secure location
  - Only be accessible by authorized personnel
  - Changed regularly
- Not be shared by email

## Deployment Access Requirements

The *Port Requirements* section of this document defines the ports and protocols required for correct operation of the service for the different customer deployments available.

If your customer deployment is a *'mixed estate'* deployment encompassing both IP endpoints and SIP Trunking endpoints, more than one section may need to be considered.

Select the section that applies to your customer's deployment region.

If your customer operates a Corporate Network with strict policies on internet access for its employees and operates an Access Control List (ACL) for websites, please ensure you refer to the *Portals* section.

## SIP Trunk Deployments

As SIP Trunk deployments may require manual configuration of the CPE and include requirements or remote access for maintenance and support there are additional considerations.

*This is extremely important for any IP PBX or Media Gateway that is accessible over the internet via an IP address. Other protocols such as, but not limited to, Telnet and FTP/TFTP are commonly used for upgrades and configuration backups so will also need to be considered.*

Please ensure that all the manufacturers' recommendations and best practices for securing CPE are implemented.

### Firewall

Particularly when using standard Internet Access for reaching BroadCloud, all IP PBXs and Media Gateways should be behind a firewall that is appropriately configured to prevent access to the CPE from unknown sources.

### Remote Access

Where remote access to the IP PBX or Media Gateway is required for support and maintenance please refer to the manufacturer's best practice security recommendations. If not already recommended as best practice by the manufacturer you may wish to consider configuring VPN access to allow access to the CPE from your authorized IP addresses only.

### CPE Password Policies

On installation of CPE, change any access password from the manufacturers' default **IMMEDIATELY**.

This may include administrator access and extends to any authorised end user access to the CPE.

*Please refer to the manufacturer's documentation to ensure ALL access passwords are updated from the default.*

All manually configured passwords on CPE should adhere to industry standards for passwords, described in *Section 3.1, Password Policy Best Practice*.

Additionally please ensure:-

- The access passwords for each device in your customer estate is unique to that customer deployment only
- Passwords are kept in secure encrypted files and locations
  - Passwords should not be kept
    - In non-password protected files
    - On smartphones
- Passwords are only accessible by authorized and fully trained personnel
  - Passwords should not be openly shared with
    - end users
    - contractors
    - untrained personnel
- Passwords in use across your customer estate should be changed
  - At regular intervals
  - When personnel move on

### SIP ALG

If a router and/or firewall is 'SIP Aware', that is, it has SIP ALG or similar enabled, we recommend that this functionality be turned OFF for correct operation of the service

See the relevant manufacturer's documentation for more information on how to disable SIP ALG on specific devices.

### SIP Session Audit

To help protect against potential fraud for longer calls, the platform performs a Session Audit every 15 minutes. The Session Audit will deliver either an UPDATE or re-INVITE SIP message depending on what the device can support and a 200 OK is expected in response. If a 200 OK is not received, the UPDATE or re-INVITE will be retried and if no response is received the call will be deemed to be invalid and will be gracefully ceased.

### NAT

Customer router/firewall must allow for a configurable Network Address Translation (NAT) bind timer. Additionally the ability to configure a consistent/static NAT may also be required for some network configurations.

### DHCP, DNS and NTP

It is expected that when deploying devices, in particular IP Phones to a site that DHCP will be supplied locally which will also define DNS and possibly NTP servers for the LAN.

#### NTP

Whilst BroadCloud will define NTP sources as part of standard IP Phone configuration, should customers wish to define a local NTP resource to prevent adding generic rules to firewall configuration this can be accommodated.

Should this be required please raise a TAC request to enable this.

*IP Phones will not be able to complete their initial or ongoing configuration refresh cycle without an accurate NTP resource being defined.*

## 4 IP/Port Requirements

This section identifies the IP address and TCP/UDP ports that are required for proper operation of the service. The next sections are broken down to different Network elements and required protocols, please refer to the region applicable to your customer deployment.

### IMPORTANT

The following does not apply to Enterprise SIP/Carrier PSTN deployments, as these can be subject to change and are bespoke in nature, the information required will be provided during the setup process.

### North America - NA - Commercial

All destinations should be configured on the customer's firewall to ensure continuity of service.

#### IP Phones, ATAs and IADs

Device	Protocol	Destination/DNS	IP	Destination Port
IP Phone / ATA / IAD	NTP Endpoint clock synchronization	ntp.broadcloudpbx.net	199.59.65.181	UDP 129
			199.59.66.181	
IP Phone / ATA / IAD	DNS For resolving configuration server A Records and call control SRV Records	Supplied Locally		UDP/TCP 53
SBC Traffic IP Endpoints	SIP	Dallas	128.177.36.10	UDP / TCP 8933
			128.177.36.13	
			128.177.36.14	
			128.177.36.24	
			199.59.65.80	
		Chicago	128.177.14.10	
			128.177.14.13	
			128.177.14.14	
			128.177.14.24	
			199.59.66.80	
		New York	199.59.71.20	
		Los Angeles	199.59.70.20	
		SBC Traffic IP Endpoints	RTP	
128.177.36.13				
128.177.36.14				
128.177.36.24				
199.59.65.80				
Chicago	128.177.14.10			
	128.177.14.13			
	128.177.14.14			
	128.177.14.24			
	199.59.66.80			
New York	199.59.71.20			
Los Angeles	199.59.70.20			
Cisco IP Phone	HTTPS			spa.sipflash.com
		128.177.14.192		



<b>Polycom IP Phone</b>	<b>HTTP/HTTPS</b>	plcm.sipflash.com	128.177.36.191	TCP
			128.177.14.191	80 443
<b>Snom IP Phone</b>	<b>HTTPS</b>	snom.sipflash.com	128.177.36.193	TCP
			128.177.14.193	443
<b>Yealink IP Phone</b>	<b>HTTPS</b>	yealink.sipflash.com	128.177.36.213	TCP
			128.177.14.213	443
<b>Audiocodes IP Phone</b>	<b>HTTPS</b>	acodes.sipflash.com	128.177.36.199	TCP
			128.177.14.194	443
<b>Aastra/Mitel IP Phone</b>	<b>HTTPS</b>	aastra.sipflash.com	128.177.36.190	TCP
			128.177.14.195	443
<b>Panasonic IP Phone</b>	<b>HTTPS</b>	panasonic.sipflash.com	128.177.36.218	TCP
			128.177.14.218	443

**Registering SIP Trunking IP PBXs and Gateways**

Device	Protocol	Destination/DNS	IP	Destination Port
<b>SIP-T Endpoint</b>	<b>NTP</b>	Supplied Locally	Supplied Locally	UDP
	Endpoint clock synchronization			123
<b>SIP-T Endpoint</b>	<b>DNS</b>	Supplied Locally	Supplied Locally	UDP/TCP
	For resolving configuration server A Records and call control SRV Records			53
<b>SBC Traffic SIP-T Endpoint</b>	<b>SIP</b>	<b>Dallas</b>	128.177.36.15 199.59.65.84	UDP 5033
		<b>Chicago</b>	128.177.14.15 199.59.66.84	
		<b>New York</b>	199.59.71.22	
		<b>Los Angeles</b>	199.59.70.22	
<b>SBC Traffic SIP-T Endpoint</b>	<b>RTP</b>	<b>Dallas</b>	128.177.36.15 199.59.65.84	UDP 19560 to 65535
		<b>Chicago</b>	128.177.14.15 199.59.66.84	
		<b>New York</b>	199.59.71.22	
		<b>Los Angeles</b>	199.59.70.22	



Device	Applications	Destination/DNS	IP	Destination Port
UC Endpoints (Clients)	HTTP / HTTPS CAP XMPP BroadCloud Applications, IM&P, file transfer and desktop sharing	apps.broadcloudpbx.net	128.177.36.138 128.177.14.181	TCP 80 443 1081 2208 8443 5222 5280 to 5281 52844 to 52845
SBC Traffic UC Endpoints	SIP	Dallas	128.177.36.10 128.177.36.13 128.177.36.14 128.177.36.24 199.59.65.83	TCP 8933
		Chicago	128.177.14.10 128.177.14.13 128.177.14.14 128.177.14.24 199.59.66.83	
		New York	199.59.71.21	
		Los Angeles	199.59.70.21	
SBC Traffic UC Endpoints	RTP	Dallas	128.177.36.10 128.177.36.13 128.177.36.14 128.177.36.24 199.59.65.80	UDP 19580 to 65535
		Chicago	128.177.14.10 128.177.14.13 128.177.14.14 128.177.14.24 199.59.66.83	
		New York	199.59.71.21	
		Los Angeles	199.59.70.21	
WebRTC (Guest Client)	HTTPS Desktop Sharing	apps.broadcloudpbx.net	128.177.36.138 128.177.14.181	TCP 8443
WebRTC (Guest Client)	XMPP / TLS IM&P	apps.broadcloudpbx.net	128.177.36.138 128.177.14.181	TCP 5222



<b>WebRTC (Guest Client)</b>	<b>SIP</b>	wrs.broadcloudpbx.net	128.177.38.131 128.177.14.132	TCP 8080 8070
		wrs02.broadcloudpbx.net	199.59.65.207 128.177.14.207	

<b>WebRTC (Guest Client)</b>	<b>RTP</b>	wrs.broadcloudpbx.net	128.177.38.131 128.177.14.132	UDP 16000 to 19000
		wrs02.broadcloudpbx.net	199.59.65.207 128.177.14.207	

**BroadCloud DNS/NTP Service**

Device	Protocol	Destination/DNS	IP	Destination Port
<b>NTP</b>	<b>NTP</b> Optional use of BroadCloud provided public NTP service	ntp.broadcloudpbx.net	199.59.65.181	UDP
			199.59.66.181	123
<b>DNS</b>	<b>DNS</b> Optional use of BroadCloud provided DNS service for VPN customers	No DNS	199.59.65.181	UDP/TCP
			199.59.66.181	53

**PacketSmart**

Device	Protocol	Destination/DNS	IP	Destination Port
<b>PacketSmart Server</b>	<b>HTTP / HTTPS</b> Firmware upgrades	load.packetSMART.broadsoft.com	128.177.38.233	TCP
			199.19.195.250	80 443
<b>PacketSmart Server</b>	<b>HTTP / HTTPS</b> Portal Access / Data reporting	packetSMARTbeta.broadsoft.com	128.177.38.230	TCP
				80 443
<b>PacketSmart Server</b>	<b>HTTP / HTTPS</b> Data reporting	packetSMARTusa.broadsoft.com	128.177.38.226	TCP
				80 443
<b>PacketSmart Server</b>	<b>HTTP / HTTPS</b> Portal Access	packetSMART.broadsoft.com	128.177.38.231	TCP
				80 443
<b>PacketSmart Server</b>	<b>HTTP / HTTPS</b> Portal Access / Data reporting	packetSMARTapac.broadsoft.com	128.177.38.229	TCP
				80 443
<b>PacketSmart Server</b>	<b>HTTP / HTTPS</b>	packetSMARTsa.broadsoft.com	128.177.38.228	TCP 80



	Portal Access / Data reporting			443
<b>PacketSmart Server</b>	<b>HTTP / HTTPS Report Portal Access</b>	packetsmartreports.broadsoft.com	128.177.36.232	TCP 80 443
<b>PacketSmart MediaSink Server (Assessment call target)</b>	<b>SIP Limited Use: Applies to the Site Survey with Packetsmart Assessment</b>	No DNS	128.177.36.182 128.177.36.183 128.177.36.181 128.177.36.185	TCP / UDP 5060 to 5061
<b>PacketSmart MediaSink Server (Assessment call target)</b>	<b>RTP Limited Use: Applies to the Site Survey with Packetsmart Assessment</b>	No DNS	128.177.36.182 128.177.36.183 128.177.36.181 128.177.36.185	UDP 15000 to 16000
<b>PacketSmart MediaSink Server (Assessment call target)</b>	<b>TRACEROUTE Limited Use: Applies to the Site Survey with Packetsmart Assessment</b>	No DNS	128.177.36.182 128.177.36.183 128.177.36.181 128.177.36.185	UDP 33434 to 33534

### North America - NA - FedRAMP

All destinations should be configured on the customer's firewall to ensure continuity of service.

#### IP Phones, ATAs and IADs

Device	Protocol	Destination/DNS	IP	Destination Port
IP Phone / ATA / IAD	NTP Endpoint clock synchronization	ntp.broadcloudgov.us	199.59.65.180	UDP 123
			199.59.66.180	
IP Phone / ATA / IAD	DNS For resolving configuration server A Records and call control SRV Records	Supplied Locally		UDP/TCP 53
SBC Traffic IP Endpoints	SIP/TLS	Dallas	199.59.65.50	TCP/TLS 8934
			199.59.66.55	
		Chicago	199.59.66.50	
			199.59.66.55	
SBC Traffic IP Endpoints	SRTP	Dallas	199.59.65.50	UDP/SDES 19500 to 65535
			199.59.65.55	
		Chicago	199.59.66.50	
			199.59.66.55	
Cisco IP Phone	HTTPS	cisco.broadcloudgov.us	199.59.65.231	TCP 443
			199.59.66.231	
Polycom IP Phone	HTTPS	polycom.broadcloudgov.us	199.59.65.232	TCP 443
			199.59.66.232	

#### Registering SIP Trunking IP PBXs and Gateways

Device	Protocol	Destination/DNS	IP	Destination Port
SIP-T Endpoint	NTP Endpoint clock synchronization	Supplied Locally	Supplied Locally	UDP 123
SIP-T Endpoint	DNS For resolving configuration server A Records and call control SRV Records	Supplied Locally	Supplied Locally	UDP/TCP 53
SBC Traffic SIP-T Endpoint	SIP/TLS	Dallas	199.59.65.58	TCP/TLS 8934
			199.59.65.63	
		Chicago	199.59.66.58	



			199.59.86.63	
<b>SBC Traffic</b>	<b>SRTP</b>	<b>Dallas</b>	199.59.86.58	UDP/SDES
<b>SIP-T</b>			199.59.86.63	19580 to 65535
<b>Endpoint</b>		<b>Chicago</b>	199.59.86.58	
			199.59.86.63	

**Applications**

Device	Protocol	Destination/DNS	IP	Destination Port
<b>UC Endpoints (Clients)</b>	<b>HTTP / HTTPS</b> <b>CAP</b> <b>XMPP</b> BroadCloud Applications, IM&P, file transfer and desktop sharing	apps.broadcloudgov.us	199.59.86.230	TCP
			199.59.86.230	80
				443
				1081
				2208
				8443
	5222			
			5280 to 5281	
			52844 to 52845	
<b>SBC Traffic</b>	<b>SIP/TLS</b>	<b>Dallas</b>	199.59.86.50	TCP/TLS
		<b>Chicago</b>	199.59.86.55	8934
			199.59.86.50	
			199.59.86.55	
<b>SBC Traffic</b>	<b>SRTP</b>	<b>Dallas</b>	199.59.86.50	UDP/SDES
		<b>Chicago</b>	199.59.86.58	19580 to 65535

**BroadCloud DNS/NTP Service**

Device	Protocol	Destination/DNS	IP	Destination Port
<b>NTP</b>	<b>NTP</b> Optional use of BroadCloud provided public NTP service	ntp.broadcloudgov.us	199.59.86.180	UDP
			199.59.86.180	123
<b>DNS</b>	<b>DNS</b> Optional use of BroadCloud provided DNS service for VPN Customers	No DNS	199.59.86.181	UDP/TCP
			199.59.86.181	53

### Europe - EMEA

All destinations should be configured on the customer's firewall to ensure continuity of service.

#### IP Phones, ATAs and IADs

Device	Protocol	Destination/DNS	IP	Destination Port
IP Phone / ATA / IAD	NTP Endpoint clock synchronization	ntp.broadcloud.eu	85.119.57.218	UDP 123
			85.119.58.218	
IP Phone / ATA / IAD	DNS For resolving configuration server A Records and call control SRV Records	Supplied Locally		UDP/TCP 53
SBC Traffic IP Endpoints	SIP	uk.pbx.broadcloud.eu	85.119.56.130	UDP / TCP 8933
			85.119.57.130	
		fr.pbx.broadcloud.eu	85.119.56.131	
			85.119.57.131	
		de.pbx.broadcloud.eu	85.119.56.132	
			85.119.57.132	
		it.pbx.broadcloud.eu	85.119.56.136	
			85.119.57.136	
		intl.pbx.broadcloud.eu	85.119.56.142	
			85.119.57.142	
SBC Traffic IP Endpoints	RTP	uk.pbx.broadcloud.eu	85.119.56.130	UDP 19560 to 65535
			85.119.57.130	
		fr.pbx.broadcloud.eu	85.119.56.131	
			85.119.57.131	
		de.pbx.broadcloud.eu	85.119.56.132	
			85.119.57.132	
		it.pbx.broadcloud.eu	85.119.56.136	
			85.119.57.136	
		intl.pbx.broadcloud.eu	85.119.56.142	
			85.119.57.142	
Cisco IP Phone	HTTPS	cisco.broadcloud.eu	85.119.56.198	TCP 443
			85.119.57.198	
Polycom IP Phone	HTTPS	polycom.broadcloud.eu	85.119.56.200	TCP 443
			85.119.57.200	



<b>Snom IP Phone</b>	<b>HTTPS</b>	snom.broadcloud.eu	85.119.56.201 85.119.57.201	TCP 443
<b>Yealink IP Phone</b>	<b>HTTP / HTTPS</b>	yealink.broadcloud.eu	85.119.56.205 85.119.57.205	TCP 80 443
<b>Audiocodes IP Phone</b>	<b>HTTPS</b>	acodes.broadcloud.eu	85.119.56.211 85.119.57.211	TCP 443
<b>Aastra/Mitel IP Phone</b>	<b>HTTPS</b>	aastra.broadcloud.eu	85.119.56.199 85.119.57.199	TCP 443

### Registering SIP Trunking IP PBXs and Gateways

Device	Protocol	Destination/DNS	IP	Destination Port
<b>SIP-T Endpoint</b>	<b>NTP</b> Endpoint clock synchronization	Supplied Locally	Supplied Locally	<b>UDP</b> 123
<b>SIP-T Endpoint</b>	<b>DNS</b> For resolving configuration server A Records and call control SRV Records	Supplied Locally	Supplied Locally	<b>UDP/TCP</b> 53
<b>SBC Traffic SIP-T Endpoint</b>	<b>SIP</b>	uk.sipconnect.broadcloud.eu	85.119.56.133 85.119.57.133	<b>UDP</b> 8933
		fr.sipconnect.broadcloud.eu	85.119.56.134 85.119.57.134	
		de.sipconnect.broadcloud.eu	85.119.56.135 85.119.57.135	
		it.sipconnect.broadcloud.eu	85.119.56.137 85.119.57.137	
		inll.sipconnect.broadcloud.eu	85.119.56.143 85.119.57.143	
<b>SBC Traffic SIP-T Endpoint</b>	<b>RTP</b>	uk.sipconnect.broadcloud.eu	85.119.56.133 85.119.57.133	<b>UDP</b> 19560 to 85535
		fr.sipconnect.broadcloud.eu	85.119.56.134 85.119.57.134	
		de.sipconnect.broadcloud.eu	85.119.56.135 85.119.57.135	
		it.sipconnect.broadcloud.eu	85.119.56.137 85.119.57.137	



intl.sipconnect.broadcloud.eu 85.119.56.143  
85.119.57.143

Device	Applications	Destination/DNS	IP	Destination Port
<b>UC Endpoints (Clients)</b>	<b>HTTP / HTTPS</b>	apps.broadcloud.eu	85.119.56.197	TCP 80
		apps2.broadcloud.eu		
	<b>XMPP</b>	apps1.broadcloud.eu	85.119.57.197	443
		BroadCloud Applications, IM&P, file transfer and desktop sharing	umscld1-imp.broadcloud.eu	85.119.56.197 85.119.57.197
<b>SBC Traffic UC Endpoints</b>	<b>SIP</b>	uk.pbx.broadcloud.eu	85.119.56.130	UDP / TCP 8833
			85.119.57.130	
		fr.pbx.broadcloud.eu	85.119.56.131 85.119.57.131	
		de.pbx.broadcloud.eu	85.119.56.132 85.119.57.132	
		it.pbx.broadcloud.eu	85.119.56.136 85.119.57.136	
		uk.client.broadcloud.eu	85.119.56.139 85.119.57.139	
		fr.client.broadcloud.eu	85.119.56.140 85.119.57.140	
		de.client.broadcloud.eu	85.119.56.141 85.119.57.141	
		it.client.broadcloud.eu	85.119.56.138 85.119.57.138	
		intl.client.broadcloud.eu	85.119.56.144 85.119.57.144	
<b>SBC Traffic UC Endpoints</b>	<b>RTP</b>	uk.pbx.broadcloud.eu	85.119.56.130 85.119.57.130	UDP 19560 to 65535
		fr.pbx.broadcloud.eu	85.119.56.131 85.119.57.131	
		de.pbx.broadcloud.eu	85.119.56.132 85.119.57.132	



		it.pbx.broadcloud.eu	85.119.56.136 85.119.57.136	
		uk.client.broadcloud.eu	85.119.56.139 85.119.57.139	
		fr.client.broadcloud.eu	85.119.56.140 85.119.57.140	
		de.client.broadcloud.eu	85.119.56.141 85.119.57.141	
		it.client.broadcloud.eu	85.119.56.138 85.119.57.138	
		infr.client.broadcloud.eu	85.119.56.144 85.119.57.144	
WebRTC (Guest Client)	HTTPS Desktop Sharing	apps.broadcloud.eu apps2.broadcloud.eu	85.119.56.197	TCP 8443
		apps1.broadcloud.eu	85.119.57.197	
WebRTC (Guest Client)	XMPP / TLS IM&P	apps.broadcloud.eu apps2.broadcloud.eu	85.119.56.197	TCP 5222
		apps1.broadcloud.eu	85.119.57.197	
WebRTC (Guest Client)	SIP	wrs01.broadcloud.eu	85.119.57.231 85.119.56.231	TCP 8060 8070
WebRTC (Guest Client)	RTP	wrs01.broadcloud.eu	85.119.57.231 85.119.56.231	UDP 16000 to 19000

**BroadCloud DNS/NTP Service**

Device	Protocol	Destination/DNS	IP	Destination Port
NTP	NTP	ntp.broadcloud.eu	85.119.57.218 85.119.56.218	UDP 123
	Optional use of BroadCloud provided public NTP service			
DNS	DNS	No DNS	85.119.57.218 85.119.56.218	UDP/TCP 53
	Optional use of BroadCloud provided DNS service for VPN customers			


**PacketSmart**

Device	Protocol	Destination/DNS	IP	Destination Port
PacketSmart Server	HTTP / HTTPS	packetsmartuk.broadsoft.com	85.119.57.247	TCP
	Portal Access / Data reporting			80 443
PacketSmart Server	HTTP / HTTPS	packetsmartde.broadsoft.com	85.119.56.247	TCP
	Portal Access / Data reporting			80 443
PacketSmart MediaSink Server (Assessment call target)	SIP Limited Use: Applies to the Site Survey with Packetsmart Assessment	No DNS	85.119.57.242	TCP / UDP 5060 to 5061
			85.119.56.242	
PacketSmart MediaSink Server (Assessment call target)	RTP Limited Use: Applies to the Site Survey with Packetsmart Assessment	No DNS	85.119.57.242	UDP 15000 to 16000
			85.119.56.242	
PacketSmart MediaSink Server (Assessment call target)	TRACEROUTE Limited Use: Applies to the Site Survey with Packetsmart Assessment	No DNS	85.119.57.242	UDP 33434 to 33534
			85.119.56.242	



(Assessment call target)

Applies to the Site Survey with Packetsmart Assessment

<b>PacketSmart MediaSink Server (Assessments)</b>	<b>RTP</b> Limited Use: Applies to the Site Survey with Packetsmart Assessment	No DNS	199.59.67.231 199.59.67.232	UDP 15000 to 16000
<b>PacketSmart MediaSink Server (Assessments)</b>	<b>TRACEROUTE</b> Limited Use: Applies to the Site Survey with Packetsmart Assessment	No DNS	199.59.67.231 199.59.67.232	UDP 33434 to 33534

**Global**
**Web Portal Access**

Device	Protocol	Destination/DNS	IP	Destination Port
<b>All User Computers</b> (includes ExamiNet)	<b>HTTP / HTTPS</b> Service Provider Portal Dashboards	examinet.adpt-tech.com	128.177.36.152	TCP 80 443
		examinetbeta.broadcloudpbx.com	128.177.36.188	
		examinet.broadcloud.eu	85.119.57.240	
		examinet.broadcloud.com.au	189.59.84.142	
<b>ExamiNet Computers</b>	<b>HTTP</b> ExamiNet testing to validate bandwidth availability and network performance metrics	examinet.adpt-tech.com	128.177.36.152	TCP / UDP 1025
		examinetbeta.broadcloudpbx.com	128.177.36.188	
		examinet.broadcloud.eu	85.119.57.240	
		examinet.broadcloud.com.au	189.59.84.142	
<b>ExamiNet Computers</b>	<b>HTTP</b> ExamiNet testing to verify port is accessible	examinet.adpt-tech.com	128.177.36.152	TCP 8933 to 8943 19560 to 65535
		examinetbeta.broadcloudpbx.com	128.177.36.188	
		examinet.broadcloud.eu	85.119.57.240	
		examinet.broadcloud.com.au	189.59.84.142	
<b>ExamiNet Computers</b>	<b>DNS</b> For resolving configuration server A Records and call control SRV Records	Supplied Locally	Supplied Locally	UDP/TCP 53

**ExamiNet - Packetsmart Access**

Device	Protocol	Destination/DNS	IP	Destination Port
<b>All User Computers</b> (includes ExamiNet)	<b>HTTP / HTTPS</b> Service Provider Portal Dashboards	examinetpsusa.broadcloudpbx.com	128.177.36.194	TCP 80 443
		examinetpsuk.broadcloudpbx.com	85.119.57.206	
		examinetpsde.broadcloudpbx.com	85.119.56.206	



<b>ExamiNet Computers</b>	<b>HTTP</b> ExamiNet testing to validate bandwidth availability and network performance metrics	examinetpsusa.broadcloudpbx.com examinetpsuk.broadcloudpbx.com examinetpsde.broadcloudpbx.com	128.177.36.194 85.119.57.206 85.119.56.206	<b>TCP / UDP</b> 1025
<b>Examinet Computers</b>	<b>HTTP</b> ExamiNet testing to verify port is accessible	examinetpsusa.broadcloudpbx.com examinetpsuk.broadcloudpbx.com examinetpsde.broadcloudpbx.com	128.177.36.194 85.119.57.206 85.119.56.206	<b>TCP</b> 8933 to 8943 19560 to 65535
<b>ExamiNet Computers</b>	<b>DNS</b> For resolving configuration server A Records and call control SRV Records	Supplied Locally	Supplied Locally	<b>UDP/TCP</b> 53

## Appendix A - Fraud

### Fraud Prevention

Securing all aspects of our service against fraud is a key priority for BroadSoft, this section details prevention measures.

All customer premises equipment (CPE) that requires a configuration file from the service is centrally managed against fraud. All SIP authentication passwords are both complex and encrypted within the signaling to ensure no possibility for them to be intercepted. The administration of the password is managed by BroadSoft and is not accessible by end customers with the device web access portal also closed.

Where a password is required for a manually configured device, such as an IP PBX or Media gateway, the provisioning portal on the platform will randomly generate a complex password that should be used within the CPE.

### Fraud Detection

BroadSoft operates a complex fraud detection tool which actively scans calling patterns on the system for suspicious activity. The system can take proactive steps to prevent fraud when calling patterns are detected as abnormal and block them.

The deployment of this tool should not be treated as a safety net allowing for deployment/use of a poorly protected CPE device.

### IP PBX / Media Gateways and Fraud

As detailed within the previous sections rigorous steps have been taken to protect the core service and we would recommend that the same level of rigor is applied to customer endpoints, be they IP Phone, IP PBX or Media Gateways. Due to the requirement to manually configure and potentially allow remote access for support and maintenance purposes IP PBXs and Media Gateways can be exposed to unauthorized access.

To prevent this from occurring, our Partners should follow the best practice recommendations in Section 2 and Section 3 of this document.

#### Partner Actions in the case of Fraud detected

*If unauthorized access occurs and we inform our Partner that their customer has been barred from making and forwarding high cost calls, as a minimum our Partner should:-*

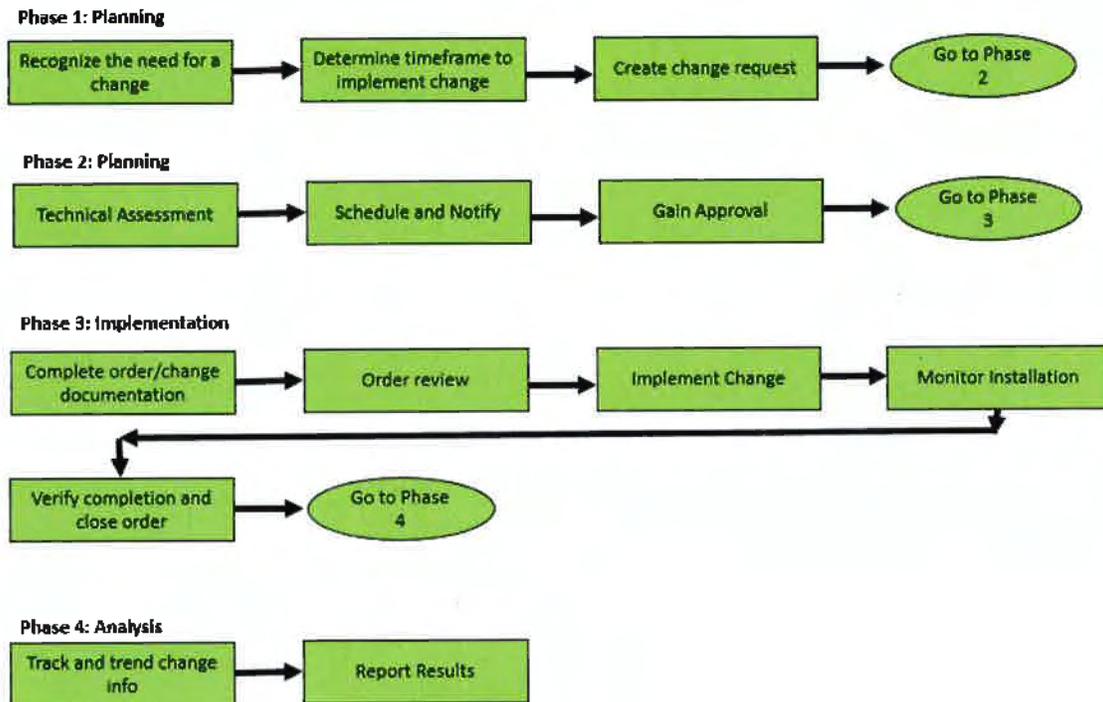
- Check the customer's network is secure
  - The firewall should only allow access to the IPs, ports and protocols required for service in the relevant part of Section 4, Port Requirements
- Remove the device from the public internet where applicable
- Change the CPE access credentials
  - Ensure that the access credentials adhere to the best practices for passwords in Section 3.1 and Section 3.3.3
- Change the SIP authentication details



## Appendix I – Change Management

CenturyLink's Change Management Process includes four phases:

Planning, Preparation, Implementation, and Analysis





## Appendix J – Concept Drawing

Site Name: STATE OF NEBRASKA

