



# SIP SERVICE LEVEL AGREEMENT

This SIP Service Level Agreement ("SLA") is incorporated into the Quote executed by C Spire Business and Customer for SIP Services and sets forth the specific terms and conditions under which C Spire Business shall supply the SIP Services described herein to Customer. The general terms applicable to such Services are contained in the Master Terms and Conditions ("MTC") and the Master Service Level Agreement ("MSLA") incorporated into the Quote by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the MTC and MSLA.

## TERMINOLOGY

These are service specific definitions. Common definitions are already defined in our Master Service Level Agreement.

- Circuit refers to a path or physical link between two points over which data is passed.
- Customer Network refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.
- Customer Premise/Service Address refers to the physical address (as stated in the Purchase Agreement) where the C Spire Business has been requested to provide services.
- Customer Premise Equipment refers to Equipment that C Spire Business has deployed at Customer Premise to enable a service.

## SERVICE DESCRIPTION

C Spire Business will provide SIP service in conjunction with ported or new DID service as well as Toll Free Service. Each SIP Trunk equals one call path. Local Calling areas for SIP service will follow the outpulsed DID number and match the LEC local calling area. Service will be delivered in the form of a dedicated C Spire Business Managed WAN circuit(s) engineered by C Spire Business, which will be dependent upon location, bandwidth, and/or Services requested. Service will typically be delivered to Customer over a Managed WAN circuit utilizing a C Spire Business Managed Router.

The following features are included in the SIP Service:

- **Monitoring** – C Spire Business performs monitoring of Service availability as a whole. If Service is unavailable, C Spire Business support personnel are notified immediately and will begin efforts to restore service.
- **Direct Inward Dial or DID** – An individual Direct Inward Dial phone number may be provided by C Spire Business. C Spire Business may either provide a new DID, or if the

Customer has existing local phone numbers, C Spire Business will port those numbers onto the Voice platform. C Spire Business cannot guarantee the ability to port existing numbers. C Spire Business does not allow a Customer to outpulse a non-C Spire Business assigned DID.

- **Directory Listing** – C Spire Business will procure a listing in local phone company directories. Directory Listing may not be available for all DIDs. Customer must purchase Directory Listing through C Spire Business on ported numbers; failure to do so will result in customer directory listing being cancelled (via previous provider) in printed white pages, 411 directories and online directory listing services.
- **Calling Service (Inbound/Outbound)** – C Spire Business will provide access to calling plans as contracted by Customer.
  - Local – Service includes local calling area calls. NOTE: C Spire Business is not authorized by the FCC to use this service as a toll bypass mechanism.
  - Domestic Outbound Long Distance – Rate stated on the Service Quote Agreement; billed in 6-second increments; no rounding on a per-call basis.
  - Domestic 800 Service – Domestic 800 services will be billed monthly at usage rates described in the Services Quote Agreement.
  - International Long Distance – International Long Distance is available based on current rate tables.
  - Directory Assistance – Directory assistance is available based on current rate tables.
  - Operator Assistance – Operator assisted calls are available based on current rate tables.

- **911 Service** – 911 Service is delivered to a Customer location via VOIP 911 Service. Customer acknowledges that it is their responsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service. C Spire Business will not be responsible if 911 Service is unavailable due to the C Spire Business provided equipment being tampered with or losing power.

Customer bears full responsibility for testing 911 Service after Service installation and periodically throughout the duration of Service and to notify C Spire Business if any issues are noted with 911 Service.

Customer agrees to cooperatively test 911 Service and share the results of such testing at the request of C Spire Business.

If C Spire Business requests testing of 911 Service and does not receive confirmation within one (1) business week that such testing has been performed, then C Spire Business reserves the right to dispatch a technician to perform testing of 911 Services and Customer agrees to be liable for the cost of such testing.

C Spire Business reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disabled shall not qualify for SLA credit nor relieve Customer of contractual obligations of Service.

C Spire Business will register all phone numbers at the street address provided based on the Service address for each phone number.

Customer agrees not to hold C Spire Business liable for the result of incorrect 911 geographic location information, including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

Certain features may not be compatible with 911 Service.

C Spire Business reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 Service.

C Spire Business will provide either basic 911 or E911 Service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA).

With E911 Service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic 911.

With basic 911, the local emergency operator answering the call will not have the call back number or location. C Spire Business will not provide this service to areas where basic 911 or E911 Services are not available.

Additionally, C Spire Business will not be held responsible for any inability for E911 Service operators to properly locate Customer due to changes to the calling line ID phone number in the C Spire Business Voice Management Portal.

C Spire Business will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the C Spire Business voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system.

As additional local emergency centers become capable of receiving enhanced information, C Spire Business will automatically upgrade Customer with basic 911 to E911 Service. C Spire Business will not provide notice of the upgrade.

C Spire Business 911 and E911 Services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 Service, the failure of Geo-coding or address validation, will not allow C Spire Business to process the error records in real time and C Spire Business will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems.

The service is predicated on using primary wire line Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that C Spire Business is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call.

For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wire line Emergency Calls placed from the Customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the Customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled. Customer acknowledges that it is possible that the emergency call may not be able to be delivered to the PSAP due to network and systems issues outside of C Spire Business' control.

Additional fees may apply should Customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their address, Customer acknowledges that C Spire Business has no further ability to assist the caller and Customer agrees to indemnify and hold harmless C Spire Business from all third party claims arising from such circumstances.

- **Calling Line ID Delivery** – Calling Line ID Delivery, also known as “Caller ID” is a telephone service that transmits a caller’s telephone number to the called party’s telephone equipment during the ringing signal before the call is answered. Where available, the caller ID can also provide a name associated with the calling telephone number.

## AVAILABILITY DEPENDENCIES

The availability of this Service is dependent upon the following:

- It is the Customer’s responsibility to ensure that all devices at Customer Premise are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.
- The availability of this service is dependent on available space, power, hardware and available network connectivity within a given data center.
- C Spire Business’ ability to provide services is dependent upon Customer-provided information. Service delivery may be delayed if all information is not provided based on timelines set by the Project Manager.
- C Spire Business Managed WAN is required for the SIP Service.
- Director-level approval is required for SIP termination to non-C Spire Business supported existing phone systems.

## LIMITATIONS

Customer agrees that C Spire Business is not responsible for any unauthorized access or modification of Customer’s data while in electronic transmission to or from the C Spire Business Data Centers. Customer also agrees that C Spire Business is not responsible or liable for any content sent using, or received from, the SIP Service including that which may be illegal, obscene, defamatory, threatening, or that may infringe any trademark, copyright, or other third party intellectual property right.

- SIP Trunking local calling supports up to 2100 minutes of local usage per trunk, per calendar month. In the event that Customer traffic exceeds this limit in a given calendar month, Customer will incur a one (1) cent per minute charge for any overages.
- Fax Service is compatible with most G3 V.17 (14400 baud) and V.29 (9600 baud) fax machines. Service may not work reliably with SuperG3 V.34 fax modems. C Spire Business will make reasonable efforts to ensure service works reliably with Customer’s existing fax machine. Customer agrees to set their fax machine to a slower speed, if C Spire Business feels necessary. C Spire Business is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either C Spire Business or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. C Spire Business will not be financially liable for inability to provide reliable faxing over this product. If C Spire Business is unable to provide reliable fax service over this product, C Spire Business agrees to release Customer from contract liability of the one seat being

used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

- Toll Fraud – VoIP and SIP fraud is becoming more and more common and C Spire Business deploys real-time fraud monitoring to provide protection for our customers. All calls are monitored for possible fraud, and if the system determines fraud is taking place it will automatically block calls and alert engineers. All calls from the offending number will be blocked during analysis. All calls terminated across the Voice network will be billed at standard rates.

C Spire Business will not be responsible for additional/excessive charges or overages incurred by the customer due to toll fraud, employee abuse, or improper business practices related to use of telephone services we provide, including but not limited to:

- Any customer owned equipment not managed by C Spire Business that the customer has directed us to be included in their call setup/teardown paths.
- Any customer owned platform or operating system vulnerabilities or improper configuration that could allow toll fraud or improper use.
- Any misconfigured or accidental call forwarding conditions placed on customer owned equipment resulting in overages or excessive charges.
- Disconnecting Existing Customer Service – It is the Customer's responsibility to disconnect any service with the losing/existing service provider. C Spire Business is in no way responsible for disconnecting any existing Customer service.
- C Spire Business does not currently provide multiple directory listings per account.

## ADD-ON OPTIONS

The following options may be added to the SIP Services. Description of Service options in no way entitles Customer to the feature, unless specified by C Spire Business and Customer in the signed Quote or signed evaluation of a Service Change request. A separate Order or Statement of Work may apply to such options and may have additional costs associated with them. Options below may not be compatible with all variants of SIP Service.

## CONFIGURATION, STAGING, AND SHIPMENT

C Spire Business offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration includes configuration of Equipment to support C Spire Business Service. Customers must open a ticket through C Spire Business Customer Care to obtain configuration, staging and/or shipping of Customer equipment.

C Spire Business reserves the right to bill Customer at current hourly rates for configuration requests that are not required to provide Service outlined herein. Shipping of equipment includes standard ground shipping. C Spire Business reserves the right to bill Customer if any alternative shipping method is requested by Customer.

## LOCAL DIALING WITH INTRA-/INTER-STATE LONG DISTANCE RATE

Long Distance Bundles may be purchased in additional minute blocks. Additional minutes will be charged based on rates stated in the Statement of Fees. Calls are billed in 6-second



increments, no rounding on a per call basis. This service will terminate telephone calls received from the Customer telephone numbers in to the Public Switched Telephone Network (PSTN). Each call terminated will be measured in six (6) second increments for duration and charged on a usage basis at a rate specified in the contract. Calls are assigned a type from the following:

- Local
- Extended Area Service
- Intrastate-US/US
- Inter-Canada
- International

Each call type may be specified a different rate as specified in the contract. International LD call charged based on a per destination country (land-line and mobile) rate.

## SERVICE DELIVERY

Upon receipt of the signed Quote, C Spire Business will set up the SIP Service as follows:

- A Project Manager will be assigned to every SIP installation. The Project Manager will contact the client once the order is received.
- If numbers are porting, a full list of telephone/DID numbers will be required by the Customer along with service addresses. A corresponding phone bill that associates to all provided porting numbers is also required.
- A Letter of Agency (LOA) will be provided to the Customer, which will allow C Spire Business to port/move existing service. A separate LOA will be provided for Toll Free Service versus DID service.
- The Provisioning Department will submit the signed LOA along with a port request to our Carrier requesting a Firm Order Commitment (FOC) from the losing service provider.

**Note about Porting Times:** C Spire Business will request porting dates and times from the losing service provider between 8:00 AM to 4:30 PM Monday through Friday Central Standard Time. We highly recommend not porting on a Friday because staffing levels for the carrier will be much less available after hours and on weekends.

- If new DIDs or Toll free numbers have been ordered, the Provisioning Department will request the numbers from our carrier. Once the assigned Numbers are received, the Provisioning Department will send a list of new numbers to the Client.
- The Project Manager will contact the client to schedule the port time once the provisioning Department has obtained an FOC date from our Carrier. Port orders are scheduled between 8:00 AM – 3:00 PM CST Monday – Friday on the FOC date.
- The Project Manager will coordinate with all parties involved by sending out a confirmation to the Customer, Voice Engineers, Provisioning Department and Field Engineer (if one is assigned to Customer). A conference call will be scheduled for all involved parties during the port when deemed necessary.
- On the scheduled port date the Voice Engineer, Provisioning Department, and Field Engineer will configure the SIP Trunks, add new DIDs and Toll Free numbers if applicable, and activate the port with our carrier and test numbers.
- Once all associated telephone numbers have been added/porting and tested, the Voice Engineer will submit the implementation as completed.

- For new Customers, once the port is complete, the Project Manager will send a welcome email to the Customer detailing the completion of services provided by C Spire Business along with instructions on how to contact Client Care.
- C Spire Business reserves the right to bill customer at current market rates for any cabling required to support service. C Spire Business reserves the right to use outside cabling contractors to perform cabling work.
- C Spire Business is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of such customer equipment or integration of such customer equipment into Customer's internal network. C Spire Business is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or network application or integration of such software or hardware application into the Customer Network. Additional managed services are available to cover customer equipment.

If additional configuration work is required due to limitations of the Customer network, C Spire Business reserves the right to bill Customer at current hourly rates for additional configuration time.

C Spire Business is not responsible for, and will not be obligated to provide, any support or assistance in configuration, installation, administration, troubleshooting, maintenance, repair, or integration of customer equipment, software, or network application into the Customer's internal network.

## DISCONNECTION OF C SPIRE BUSINESS SIP SERVICE

C Spire Business has a 30-day disconnect policy for the disconnection of C Spire Business SIP service. A ticket must be generated to request a disconnection of service. If the customer is out of any term agreements for said service, C Spire Business will stop billing for all recurring monthly non-HaaS Service 30 days after receipt of the disconnect ticket. All HaaS equipment will be disconnected and billing stopped when it is returned to a designated C Spire Business office on or after the 30-day disconnect notice. A \$10.00 per DID number de-provisioning fee will be assessed on the Customer's last invoice for all DID numbers that are disconnected and/or ported out to another provider.