

# WINDSTREAM ENTERPRISE

## OfficeSuite UC® Terms and Conditions Schedule

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

1. **Customer Obligations.** The following obligations apply to provision of the Service:
  - (a) In the event that Customer provides its own LAN switches in conjunction with the OfficeSuite phones and equipment Customer must provide a fully switched 100 Mb/s Ethernet LAN or better without hubs, with CAT5 wiring or better throughout, and provide LAN ports and 115 v receptacles for all phones and customer premises equipment ("CPE"). Each computer must have a network interface controller ("NIC") card installed, and Customer must supply and install a NIC card if missing. WIN does not support Customer's computers or local area network ("LAN") unless contracted separately via Professional Services Agreement. Further, WIN does not connect computers and/or switches to the CPE nor configure computers to work on a network.
  - (b) The port capacity of the switch must accommodate Customer's LAN, as well as the handsets provided as part of the Service that are to be connected and any other devices running on this LAN segment, including servers, printers, standalone computers, etc.
  - (c) If necessary, WIN will make commercially reasonable efforts to have WIN-provided CPE installed at a specific location at the site (i.e. the demarc location). However, cross-connect(s) between WIN and Customer's cross-connect block is not included. Any additional inside wiring required at the time of installation will be billable at a rate of \$75 per thirty (30) minute increment(s) with a one (1) hour minimum, plus the cost of materials. Customer is responsible for installation and configuration for all Customer-provided CPE.
  - (d) If Customer orders a Power over Ethernet ("PoE") switch, configuration of Customer's virtual LAN by WIN will constitute professional services separate from this Schedule and a separate order must be made pursuant to the Agreement. Note that WIN-provided Ethernet switches include PoE.
2. **Wi-Fi Adapter Requirements.** Customer must have an existing Wi-Fi network with sufficient available bandwidth. Appropriate routing or DHCP/IP addressing must be in place from the wireless network either to the Internet (if Customer is providing access) or to the main voice LAN of the WIN router (if WIN is providing the access pursuant to the Agreement). Customer must have one or more LANs that share a single Internet connection at each location. No more than ten (10) adapters per wireless network are allowed. Customer must provide WIN with its SSID and password. Additionally:
  - (a) Maximum wireless signal rates are derived from IEEE standard 802.11 specifications.
  - (b) Actual data throughput will vary.
  - (c) Network conditions and environmental factors, including volume of network traffic, building materials and constructions, and network overhead, may lower actual data throughput rates and may affect voice quality.
  - (d) Wi-Fi Adapter service is not available in medical facilities, schools or emergency services (such as police, fire or ambulance).
3. **Contact Center Services.** Call recordings made as part of the Contact Center Services are available for a rolling thirty (30) day period. Customer receives the first five (5) hour block of storage free and will be billed monthly at \$10 per GB of capacity used to store call recordings. Call recordings for Extension Call Recording are also available for a rolling thirty (30) day period. Customer will receive the first 1GB of storage for Extension Call recordings free, and will then be billed monthly at \$10 per GB of capacity used to store call recordings. Thirty (30) days after the Service and/or Agreement has terminated, or Customer's subscription for OfficeSuite UC Contact Center Services is cancelled, WIN is under no obligation to store Customer's recording data.
4. Sale of OfficeSuite UC Services is contingent upon Customer subscribing to WIN's local, regional, long distance services for a minimum quantity of One (1) Seat and subscribing to these services throughout the full service term. In addition to any other remedies available pursuant to the Agreement, WIN reserves the right to charge Customer an additional price per minute for excessive or unreasonable use of WIN's long distances services.
5. OfficeSuite® calling plans include packages of local, regional and nationwide calling, as well as calls to Canada, Puerto Rico and the U.S. Virgin Islands. Calls in excess of 150,000 minutes per site per month shall be charged an overage rate in accordance with the rates noted on the Agreement. International calls will be charged at a per minute rate per WIN's standard international rates located at: <http://www.tariffs.net/windstream/>.
6. **Handsets.** The following apply to WIN-provided handsets, if such handsets are a part of the Service. Otherwise, Customer-provided handsets must be on WIN's certified list, as amended from time to time.
  - (a) **Repair and Replacement Coverage.** WIN-owned handsets that are provided as part of the Service include repair and replacement coverage for the duration of the Term. Handsets purchased by the Customer from WIN include repair and replacement coverage for one (1) year from the start of the Term. WIN's obligation to repair or replace defective handsets is conditioned upon: (i) Customer returning the handsets to WIN, and (ii) the handsets not being damaged beyond reasonable wear and tear, or through fault of the Customer.
  - (b) **Restocking Fee** (for WIN-owned handsets only). A fee will be assessed on each WIN-owned handset provided as part of the Service ("Restocking Fee") that is returned prior to expiration of the Term for any reason other than as part of the repair and replacement coverage outlined in subsection (a) above in accordance with the following schedule:

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

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

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

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

Customer acknowledges that Windstream may lease the Equipment from, or pledge any or all of its rights in the Equipment to, any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Equipment, including releasing the Equipment to Lessor upon written request.

7. **Foreign Exchange Telephone Number.** If Customer orders an OfficeSuite UC Foreign Exchange Telephone Number ("OS FX-TN"), Customer agrees to use the OS FX-TN as its sending calling line ID for all outbound calls and advertise the OS FX-TN as its inbound calling number. To retain a former telephone number, Customer must arrange with its prior carrier for Remote Call Forwarding services to forward calls to its OS FX-TN at Customer's sole expense. The OS FX-TN may not be in Customer's local calling area, and inbound and outbound callers may bear regional, toll and/or long-distance charges as a result.
8. **Training.** WIN will make the following training available to Customer at the rates outlined below:
  - (a) **On-boarding Training for new OfficeSuite UC Customers:** Each location of ten (10) or more users will receive on-boarding training delivered free of charge via webinar and audio bridge for Administrators and End Users of the system. Smaller sites may join the training sessions for larger sites or participate in free general training sessions available at [www.windstreamenterprise.com](http://www.windstreamenterprise.com). Additional training may be purchased at a rate of \$99 per session.
9. **Support.** Customer's Tenant Administrator is provided with sixty (60) days of support via the toll-free support line 800-600-5050 at no additional charge. After this sixty (60) day support period, any calls into the support line for functions that can be performed by the Tenant Administrator via the OfficeSuite UC® portal will be billed \$40 for the first thirty (30) minutes plus \$25 per fifteen (15) minute period thereafter.
10. **Termination.** Upon termination of the Service and/or Agreement, Customer agrees to relinquish any IP addresses or address blocks assigned to Customer by WIN. Any additional fax, toll free, and or HD Meeting services provided in conjunction with the Service will also be terminated unless Customer requests that those services continue at the then-current retail rates.
11. For OfficeSuite UC® Fax Services only: The following conditions apply: (i) if a fax line goes over its allotted number of fax pages in a given month, each additional page above the bundle level purchased will be billed at the overage rate per fax page sent or received, as identified within bundle selection. For OfficeSuite® Fax Measured package, each domestic page sent and received will be billed at \$0.065 per page; (ii) international faxing is not supported; (iii) only one (1) email address may be associated with each fax number for sending or receiving; (iv) only one (1) bundle package applies per email address. A bundle limit may not be shared across multiple email addresses; (v) unused fax pages will not rollover to the next month's billing; and (vi) a copy of faxes sent and received will be stored for ninety (90) days in the MyOfficeSuite™ portal and then deleted. It is recommended that Customer download or forward faxes to store locally.