



SIP TRUNKING SERVICES SERVICE SCHEDULE

This SIP Trunking Service Schedule (“Schedule”), including Service Level Agreement (“SLA”), is incorporated into and made a part of all relevant Service Orders (“SOF”) between GTT and the Client (“Client”), and, where applicable, General Services Administration Agreement (the “GSA”) and UNTS Standard Addendum between GTT and the Client. This Schedule sets forth the specific terms and Service level parameters that will apply to SIP Trunking Services provided by GTT to the Client. All terms defined on the SOF and, where applicable, the GSA shall have the same meaning when referred to in this Schedule.

1. SCOPE OF DOCUMENT AND OBJECTIVES

The terms of this Schedule are understood to supplement the GSA, UNTS Standard Addendum and SOF. If there is any inconsistency or ambiguity between these documents, such inconsistency or ambiguity shall be resolved pursuant to the following order of precedence: UNTS Standard Addendum, GSA, SOF, then Schedule. This document shall only apply to SIP Trunking Services provided by GTT.

The GTT SIP Trunking Service is a Voice over Internet Protocol (“VoIP”) service based on the Session Initiation Protocol (“SIP”) by which GTT delivers telephone services and unified communications to Clients. This document describes the SIP Trunking Service, options, network elements and technical specifications that make up the SIP Trunking Service.

These objectives shall not result in any additional liability to GTT beyond the remedies or recourse expressly set forth in this Schedule, and the Client expressly understand and agrees that the remedies set forth in this Schedule shall be the sole and exclusive recourse and/or remedy with respect to any claim in any way related to or arising from any delay, outage, degradation or noncompliance of the Service.

2. DEFINITIONS AND TECHNICAL ABBREVIATIONS

- 2.1. “Allocated MRC” means for a multipoint Service, a portion of a Monthly Recurring Charge allocated by Service and/or each Client location as specified on an SOF, and if not so specified on an SOF, then prorated based on the capacity of the affected location or, alternatively, the number of locations associated with the Service as determined at GTT’s sole discretion.
- 2.2. “Applicable Regulator” means any governmental or other regulatory body that is responsible for the regulation of numbers or Service(s) provided by GTT to the Client under the GSA, SOF and/or this Schedule.
- 2.3. “Available” or “Availability” is defined as the percentage of time during which the Services are operating within normal parameters and are usable by the Client.
- 2.4. “Backbone” is defined as those connections running between international hubs on GTT’s wholly owned private network.
- 2.5. “CCP” means Concurrent Call Path.
- 2.6. “Calls Per Second” means the number of calls that may occur per each second of time.
- 2.7. “Claim(s)” means any loss, debt, liability, damage, obligation, claim, demand, penalty, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all attorneys’ fees.
- 2.8. “Centralized Trunk” means where one logical voice connection or trunk connected to a single Client site supports the SIP Trunking Service to multiple Client sites at different locations.
- 2.9. “CPE” means Client premises equipment.
- 2.10. “DID/DOD” means a telephone number assigned by GTT to Users with Service.
- 2.11. “Directory Listings” means one simple listing per TN service address (i.e., one non-bolded, captioned, basic listing) of a telephone number in the ILEC white pages directory.
- 2.12. “E.164 Format” means the ITU-T E164 number as defined in article 6.2.1 of the ITU-T E164 Recommendation consisting of the country code and the national significant number.
- 2.13. “Emergency Maintenance” refers to any emergency maintenance work GTT conducts without any prior notice to the Client.



- 2.14.** "Emergency Services Center(s)" means organizations, including, but not limited to PSAPs, which ensure public safety and health by addressing different emergencies pursuant to applicable laws and regulations of the geographical localization.
- 2.15.** "Force Majeure Event" means delays or failure to perform one or more of contractual duties arising out of causes beyond a party's reasonable control and without its fault or negligence, including, but not limited to, Acts of God, epidemics or pandemics, public emergency, government regulation or order, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or communications failures.
- 2.16.** "Gateway" means the entry point to or exit point from the portion(s) of the Service owned, operated and under the sole control of GTT.
- 2.17.** "High Origination Charges" means rates charged to outbound calls that originate, or appear to originate outside of the listed destinations in the applicable Rate Card.
- 2.18.** "Indeterminate Jurisdiction" means a call where GTT cannot determine the jurisdiction of the call. GTT will treat the following types of calls presented to GTT as being "Indeterminate Jurisdiction": (i) any call without a valid 10 or 11 digit U.S. Domestic North American Numbering Plan ("NANP") originating Automatic Number Identification ("ANI") as set forth in the Local Exchange Routing Guide ("LERG") at the time of the call; (ii) any non-geographic Numbering Plan Area ("NPA") code; and/or (iii) all Operator and Directory Assistance calls.
- 2.19.** "International" means anywhere outside of the contiguous United States, including Canada, Alaska and Hawaii.
- 2.20.** "LNP" means local number portability.
- 2.21.** "Mean Time to Restore" (MTTR) is the mean elapsed time to restore any interrupted Services during the course of a month.
- 2.22.** "National Numbering Plan" means the applicable national numbering plan in the country where the relevant numbers are sourced from.
- 2.23.** "Nomadic Use/Usage" means the use of a numbering resource from a location other than the fixed geographical location associated to the numbering resource.
- 2.24.** "Operator and Directory Assistance" means live or automated operator assistance for the placement of calls, listing services and/or related information.
- 2.25.** "Point of Demarcation" is the NNI and/or UNI interface port where GTT hands off service to the Client, except as otherwise specified on an SOF.
- 2.26.** "POP" means Point of Presence.
- 2.27.** "PSTN" means the public switched telephone network.
- 2.28.** "QoS" refers to Quality of Service.
- 2.29.** "Rate Card" shall be the rate card detailing the per minute charges applicable to the then available destinations (as amended from time to time in accordance with the terms of this Schedule).
- 2.30.** "Restricted Premium Rate Services" means those premium rate services that provide adult entertainment, chat services and TV voting or similar.
- 2.31.** "Scheduled Maintenance" shall be as defined in Section 8 of this Schedule.
- 2.32.** "Service" means collectively the SIP Trunking Service and the corresponding Voice Services identified in Section 3.2 of this Schedule.
- 2.33.** "Start of Service Date" shall be as defined in Section 4.3 of this Schedule.
- 2.34.** "User(s)" means Client and its individual end-user, subscriber and/or telephone device that uses the SIP Trunking Service
- 2.35.** "U.S. Domestic" means the contiguous United States, excluding Canada, Alaska and Hawaii.
- 2.36.** "Third-Party Service(s)" refers either to the third-party circuit(s) (e.g., leased line(s)) that connect the Client's premises to GTT's network, any Managed Telecoms services (e.g., rack colocation, on-site support services) purchased by GTT in order to serve as a one-stop shop for the Client, or any originating or terminating voice services purchased by GTT from third-party carriers to provide PSTN connectivity.



- 2.37. "Total Time" is the total period of time against which the Service Availability time is measured/evaluated (over a one-calendar-month period). This excludes any Service outage defined within Section 9
- 2.38. "Unavailable Time", "Unavailable" or "Unavailability" consists of the number of minutes that GTT's network is not Available, subject to the exclusions set forth in Section 9 of this Schedule.

3. SERVICE DESCRIPTION

3.1. **General.** GTT SIP Trunking Service is a Voice over Internet Protocol (VoIP) service based on the Session Initiation Protocol (SIP) by which GTT delivers telephone services and unified communications to Clients. All Services are subject to availability and not all Service types are available in all locations.

3.2. **Voice Services.** The following Voice Services may be utilized by a Client with the SIP Trunking Service:

3.2.1. **Termination Service.** The termination service provides outbound calling to support calls made to domestic and international locations. It is subject to the following exclusions: (a) GTT does not warrant termination to (i) emergency call services if the User is outside the Approved On-net Countries (see Attachment 1 – Emergency Services), (ii) Restricted Premium Rate Services; and (iii) any destinations not listed in the Rate Card.

3.2.1.1. **Enhanced Local Service.** Enhanced Local Service provides inbound and outbound local voice services (via a DID assigned by GTT) utilizing an IP to IP or PSTN to IP (or vice-versa) hand-off and which Client certifies to GTT is either originated by Users in, or terminated to Users via an Internet Protocol format (or is otherwise enhanced traffic). GTT will route calls to the PSTN or an IP address and terminate them to a Client VoIP application. Where available, Service may include Directory Listings, Operator and Directory Assistance and, if agreed between the Parties, CNAM dips. Service does not support 976 or 900 calls.

3.2.2. **Inbound Services.** GTT shall make geographic fixed telephone numbers or DIDs available to the Client that allows inbound telephony services in those countries supported by GTT. GTT provides two types of telephone numbers:

1) Telephone Numbers. These telephone numbers are for standard office use and should not regularly or for prolonged periods exceed or be expected to handle more than two (2) inbound calls at any one time. Clients can use these numbers when making outbound calls. The Client is responsible for advising GTT each time a User's location changes from the location registered with GTT for that User. Emergency Services must be activated for Telephone Numbers as described in Attachment 1 – Emergency Services

2) Inbound Only TN (telephone numbers). GTT provide telephone numbers that support inbound calling only. The simultaneous call capacity is defined by a maximum of 20 inbound calls at any one time for these numbers. These numbers cannot be used to make outbound calls.

3.2.2.1 **Assignment of Telephone Numbers.** Under no circumstances may any telephone number(s) associated with Client's telephony equipment be allocated to a geographic location outside the geography to which they are assigned. GTT may withdraw or reallocate the Telephone Numbers if it is reasonable to do so or if: a) the Client is in breach of its obligations under this Agreement; b) the Agreement is terminated; c) such action is required pursuant to any change in the relevant National Numbering Plan; d) if directed or recommended to do so by the Applicable Regulator, authorized supplier or any regulatory body. GTT shall use its reasonable commercial endeavors to give prior notice to the Client if it intends to withdraw or reallocate any telephone number pursuant to this subsection.

3.2.2.2 **Agent Agreement.** Client hereby appoints GTT as its agent for purposes of establishing related services with domestic and international underlying carriers as may be required in connection with this Service Schedule. Client agrees to execute any certifications or other documents requested by GTT in order to facilitate obtaining the International Toll-Free or DID numbers from local telephone carriers or other public or private agencies.

3.2.2.3 **Local Number Portability. Porting In.** Client may port a geographically relevant telephone number to GTT ("Port-In") for use with Service. Client represents and warrants that it has all necessary rights and authority necessary for any Port-In. Client shall be liable for all Claims related to or arising out of any Port-In (or request for Port-In or Port-In cancellation). Client shall be responsible for a non-recurring cancellation fee per telephone number terminated by Client prior to completion of the Port-In request.



Where the Client cancels any porting activity after its acceptance by GTT, GTT reserves the right to charge a one-off cancellation fee of \$500 per cancelled porting activity.

3.2.2.4 Local Number Portability. Porting Out. GTT may receive and comply with requests to port a telephone number currently assigned to a User to a third-party provider ("Port-Out"). Prior notice of Port-Outs may not be provided. Client shall be responsible for termination of Service with GTT after Port-Out and any early termination fees per telephone number terminated by Client.

3.2.3. Toll-Free Origination Service. Toll-Free Service provides toll-free calling services from callers to Clients' location where it receives SIP Trunking Service. In the USA and Canada Toll-Free Origination Service provides toll-free long distance calling services for calls made from U.S. Domestic locations to Clients' U.S. Domestic location where it receives SIP Trunking Service. Client represents and warrants that use of an 8XX number, or other telephone number advertised or understood to be Toll-Free, in a manner that would violate 47 C.F.R. 62.1504 (as amended or supplemented).

3.2.4. Emergency Services. Emergency Services shall be provided in accordance with Attachment 1.

3.2.5. SIP Trunk VVN. The GTT SIP Trunk VVN (Virtual Voice Network) provides the Client with the ability to switch traffic and activate SIP Trunk groups with other parties across the GTT voice network. GTT has no involvement, responsibility and/or liability with regard to the traffic or any other agreement between Client and any third party for such VVN services. Any such agreement is the sole responsibility of Client.

3.3. User Information. Client will provide, validate and maintain accurate User information at all times and shall deliver to GTT only valid postal addresses. In the event GTT cannot validate an address, Client shall immediately deliver a corrected address to GTT. Client shall inform its Users of the responsibility and obligation to provide valid address information. Client acknowledges and will inform Users that personal data or any other personal information of Users may transit through countries for which applicable laws on data protection will always be complied with.

3.4. Premises Equipment.

3.4.1. Demarcation Point. The demarcation point is the Network Interface Device (NID) at Client's premises. GTT is not responsible for the configuration or testing of LAN equipment or configurations on the Client side of the NID.

3.4.2. AC Power. Client is responsible for the support, connectivity, power, performance and security (including prevention of unauthorized access) of the equipment providing Service to Users at its location(s), including LAN/WAN routing and switching, IP phones, and personal computers. CLIENT IS RESPONSIBLE FOR PROVIDING UNINTERRUPTED AC POWER TO ALL EQUIPMENT ON PREMISES PROVIDING CONNECTIVITY TO USER IP PHONES. ANY POWER INTERRUPTION WILL RESULT IN A LOSS OF SERVICE INCLUDING ACCESS TO EMERGENCY SERVICES. CLIENT IS RESPONSIBLE FOR ARRANGING FOR BACKUP POWER TO ALL DEVICES OR ALTERNATIVE EMERGENCY SERVICES ACCESS.

3.4.3. Third Party Equipment. GTT is not responsible for the installation, operation, maintenance, compatibility or performance of any third-party equipment. If Client-provided third-party hardware or software impairs operation of the Service, Client remains liable for payment of all charges for the Service, and, if such third-party equipment or software is likely to cause hazard or service interruption/obstruction, Client will immediately eliminate such likelihood, which may be at GTT's request.

3.4.4. Other Services and Equipment. GTT does not make any representations or assurances of any kind about the extent of availability and quality of Service beyond its own network. GTT shall not be held responsible or liable for any defect or failure in any Client-provided equipment, service, computer, software, files, data, peripherals and connectivity. Client shall solely be responsible for the ownership, installation, repair, maintenance, and/or replacement of Client-provided equipment, service, computer, software, files, data, peripherals and connectivity. GTT shall have no responsibility or liability to Client or any other party with respect to any other service provider's equipment, software or service or its functioning or failure to function properly.

3.5. Charges. Charges are specified in the SOF and in the Rate Card provided by GTT. Charges include (i) per-minute usage charges and (ii) any monthly recurring charges for the CCP, DID and optional features. Per-minute usage charges will be determined by the jurisdiction of the call, as determined by GTT based on call detail information, and assessed the rate and billing increment for that jurisdiction as per the Rate Card.



3.5.1. Rate Card Adjustments. GTT shall issue a Rate Card detailing rates to all available destinations. The rates in the Rate Card shall be valid unless and until amended by GTT upon seven (7) days advance written notice to the Client. For the purposes of this subsection, a valid notice shall include notification by email.

3.6. Unauthorized Placement of Calls. GTT is not liable for unauthorized placement of calls. GTT may work with Client, if requested, to recommend possible solutions to reduce unauthorized use of the Services and Client's facilities. GTT does not, however, warrant or guarantee that its recommendations will prevent unauthorized use, and Client is solely responsible for controlling access to, and use of, the Service and its own communications facilities. Client shall not be excused from paying GTT for charges incurred as a result of unauthorized placement of calls. In the event Client discovers or reasonably believes that fraudulent calls are being made, Client shall notify GTT immediately. In the event GTT discovers or reasonably believes that fraudulent calls are being made, GTT shall have the right (but not the obligation) to take protective action, including, but not limited to, temporary blocking of Client's traffic until the applicable problem is resolved (in GTT's reasonable discretion). Client shall remain solely responsible for any and all Claims arising out of or relating to any unauthorized calls, and Client shall indemnify, defend and hold harmless GTT from and against any and all such Claims. The Client shall ensure that it pro-actively maintains, monitors and secures its network and systems in accordance with Good Industry Practice to prevent unauthorized (i) use of the Services, or (ii) access to the GTT Network. "Good Industry Practice" shall include, without limitation: 1) securing all telephony equipment behind a firewall; 2) changing of all factory default passwords and PINs; 3) ensuring that all passwords and PINs are not simple (e.g. containing sequential digits or letters, or very short length); 4) ensuring that all VoIP end-user devices are required to authenticate to the telephony system before being granted access to make/receive calls; 5) ensuring that management/administrator access is not available publicly, not available via Wi-Fi and preferably only available from select source IP(s); 6) allowing administrator/management access to only a few people; 7) ensuring that all equipment is up to date with the latest security patches; and 8) ensuring that any unused telephony features are disabled for end-users (for example disable call forwarding, call transfer and voicemail dial-out if not required).

3.7. Restrictions.

3.7.1. Predictive Dialers. Calls initiated on predictive dialers (or other electronic devices or software that automatically dials telephone numbers) will not be supported. If GTT identifies call usage as auto-dialers, such traffic may be suspended. In these instances, GTT will use commercially reasonable efforts to give prior notice before suspending the Service.

3.7.2. Calls per second limit. If Client's outbound call attempts via the Service exceed fifty (50) attempts per hour per CCP, GTT will have the right to immediately disconnect the Service without liability or adjust Client's rates upon notice. Client shall remain liable for all usage charges incurred prior to such termination.

3.7.3. Usage Forecasts. Client will provide GTT with a non-binding forecast of Client's estimated forecasted usage for planning purposes. If traffic is anticipated to increase, or actually increases, by more than twenty percent (20%) of the initial forecast, Client shall provide GTT with a revised traffic forecast in order to avoid Service-affecting issues.

3.7.4. Short Duration. If 10% or more of Client's completed calls are equal to or less than 6 seconds in length ("Short Duration Call(s)") during any billing cycle, GTT reserves the right to immediately disconnect the Service without liability or upon notice, charge a \$0.02 surcharge per Short Duration Call in excess of 10%, which surcharge shall be in addition to Client's usage rates. Client shall remain liable for all usage charges incurred prior to such termination.

3.7.5. Unusual traffic profile. In the event there is a sudden increase of traffic or a traffic mix that is outside the normal traffic pattern of the Client, GTT reserves the right to immediately suspend the provision of Services without any notice and liability thereof to the Client. The Client shall remain liable for all usage charges incurred prior to such termination.

3.7.6. Unanswered Calls. If less than 60% of Client's total call attempts are completed (or more than 40% are incompletes) for any given month per trunk group and CCP, GTT reserves the right to immediately disconnect the Service without liability or upon notice, charge \$10 additional per CCP per month per trunk group. Client shall remain liable for all usage charges incurred prior to such termination.

3.7.7. Looping. Looping means any Client traffic that is routed by GTT but ultimately returned to GTT by Client. Client shall be liable for all Claims related to or arising out of any looping. GTT may implement custom routing for Client to eliminate looping traffic. Client has the option of rerouting looping traffic, or accepting a customized rate plan.



3.7.8. Facsimile. GTT shall support facsimile calls where possible. GTT does not warrant that all facsimile calls in all circumstances will work and GTT shall not be liable where facsimile calls are not completed. Transmission of unsolicited facsimiles is strictly prohibited. Client shall be liable for all Claims related to or arising out of any violation of any laws or regulations prohibiting transmission of unsolicited facsimiles.

3.7.9. End-user Limitations.

3.7.9.1. The Client must inform all Users of the limitations of the Service.

3.7.9.2. Client shall indemnify and hold GTT harmless against all actions, losses, costs, damages, awards, expenses, fees (including legal fees incurred and/or awarded against GTT) proceedings, claims or demands brought or threatened against GTT in any way connected with use of the Service by any User.

3.7.9.3. Client shall also provide GTT with full authority, information and assistance as is reasonably necessary for the defense, compromise or settlement of such claim.

3.7.9.4. Client acknowledges and agrees that GTT does not have any contractual relationship with the Users and that GTT does not provide any Services or other services to such Users.

3.7.10. Nomadic use. The Client understands and acknowledges that certain jurisdictions do not allow the Telephone Numbers to be used on a nomadic basis. GTT disclaims any liability arising out of or in connection with the nomadic use of the Telephone Numbers by the Client or any User. Furthermore, Client acknowledges that, in the event the Telephone Numbers are used on a nomadic basis, emergency services may not be able to geographically locate the Number and the provision of such emergency services may therefore be restricted or limited. GTT can advise Client in further detail upon request.

3.7.11. Calling Line Identity (CLI). Calling Line Identity (CLI) should be presented to GTT for all calls. In certain instances, where Client fails to provide the CLI, the charges payable by Client are those as set out in the Rate Card including High Origination Charges.

3.7.11.1. Required Signaling information. Client is required to pass a valid ANI and CLI of the User originating each call. Client and Users shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it is anything other than the type of traffic delivered to such party and/or originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner ANI and/or CLI information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. In the event of a violation, GTT may: (i) charge Client a \$0.02 per minute surcharge for all calls in violation; and/or (ii) disconnect the Service without liability. In addition, Client shall indemnify, defend and hold harmless GTT from and against all Claims resulting from a breach of this Section. Notwithstanding any other provision of this Agreement, the damages for any breach of obligations in this Section shall not be capped or limited. Client agrees to cooperate, at its own expense, with any audit required with respect to GTT's traffic and jurisdiction assessments.

3.7.11.2. Indeterminate Jurisdiction Calls. For calls originating in the USA, all Indeterminate Jurisdiction and/or other unknown jurisdiction calls will be rated and invoiced based on the Billing Telephone Number ("BTN") or in the absence of a BTN, the terminating number's state. GTT reserves the right to rate these calls as intrastate or international long distance calls (if applicable) at the rate(s) reflected in GTT's then-current rate deck, or otherwise contracted long distance usage rates (even if Client has selected a flat rate billing plan). Each party will use all reasonable efforts to transmit in its signaling the CLI or equivalent information regarding the end user originating each call. Each party will transmit all of the signaling information it receives from the other party. Neither party will use the Service to originate or terminate voice calls in a manner that bypasses switched access or other applicable charges.

3.7.12. National Regulations.

3.7.12.1. Each national telephone network has restrictions on what services can be provided with an ITFS number. The restrictions vary by country. If Client uses and/or provides Toll-Free or ITFS Services from a country that has a specific restriction for some or all applications, the number may be disconnected and another number will not be reissued to that Client by the national telephone network. GTT assumes



no liability for any losses that Client may incur as a result of Toll-Free, ITFS and DID Numbers being disconnected or interrupted by national telephone networks. Examples of certain restrictions are: resale services; calling cards, debit cards, pre-paid calling cards, call-back services, operator assisted calling, dial-tone, interactive voice response services, country termination, and conferencing.

3.7.12.2. The Client shall comply with all reasonable instructions of GTT in relation to the Service where compliance is necessary to ensure compliance with any law, guideline, instruction or recommendation given to GTT by the Applicable Regulator.

3.7.12.3. GTT reserves the right to terminate a Service without liability to the Client, where directed or recommended to do so by an Applicable Regulator or any other regulatory body.

3.7.12.4. GTT (without prejudice to its other rights) may terminate the Service immediately if the GTT License expires or is revoked, in which event GTT shall give to the Client the maximum period of notice of termination practicable in the circumstances.

4. SERVICE DELIVERY OBJECTIVE

4.1. Order Acknowledgement. GTT will notify the Client (in writing or electronically) upon receipt of an accepted SOF ("Order Acknowledgement Letter"). GTT will send to the Client an "Estimated in Service Date" letter (in writing or electronically) providing an estimated date for service activation.

4.2. Firm Order Commitment Date. GTT shall notify the Client of the Firm Order Commitment date by which GTT intends to activate the Service and turn it over for the Client's use ("FOC Date"). The Client may request a change to the FOC Date no later than seventeen (17) calendar days before the FOC Date by providing advance written notice to GTT, subject to the terms and conditions specified herein. The Client may submit a request to extend the FOC Date on one occasion per SOF for a period up to a maximum of thirty (30) days from the original FOC Date. The Client shall be liable to GTT for a one-time payment of five hundred dollars (\$500) for each request to change a FOC date, plus any additional charges for Third-Party Services incurred by GTT in connection with the delayed FOC Date.

4.3. Service Activation. After GTT has determined that the Service conforms to the relevant Service Specifications, GTT will notify the Client that the Service is activated, meets the Service Specifications and is available for use by the Client ("Start of Service Letter"). The "Start of Service Date" shall be the earlier of (i) the date on which the Client begins using the Service for any purpose other than testing, or (ii) the date on the "Start of Service Letter." The Client shall have two (2) days in which to notify GTT that it is rejecting the Service because the Service does not meet the Service Specifications. The Client's failure to test or delay in testing the Service or failure to utilize or delay in utilizing the Service on or after the Service Activation Notice date shall not prevent GTT from billing the Client for the Service.

4.4. Incrementally Delivered Services. Unless otherwise specified on a SOF, GTT may incrementally deliver individual Services when ready, which may result in different Service Activation Dates for such incrementally delivered Services. For multipoint Services, GTT may incrementally deliver Service to each Client location when ready. Billing for incrementally delivered multipoint Services shall begin on the Start of Service Date of the first location and/or circuit delivered and shall end after the period specified as the Service Term from the Start of Service of the last location and/or circuit delivered. Unless otherwise set forth on a SOF, the charges associated with a delivered Service will be based upon Section 2.1.

4.5. Expedite Charges. The Client will incur an expedite charge of \$1,000 plus third-party expenses for Services requested outside of standard provisioning intervals.

5. SERVICE AVAILABILITY OBJECTIVE.

5.1. GTT guarantees Service Availability on a monthly basis. Unless otherwise noted in the terms of a separately agreed upon SLA in writing, the Service Availability objective applicable to the Service falls into one of the following categories:

	SERVICE CONFIGURATION	SLA	THRESHOLD
SIP Trunking Services	PoP-to-PoP	99.999%	00:00:26
	End-to-End (on-net)	99.9%	00:43:12



- 5.2. Availability is calculated monthly on a per-circuit/-Service basis using the following formula and expressed as a percentage:

$$\frac{\text{Total Time} - \text{Unavailable Time}}{\text{Total Time}} \times 100\%$$

- 5.3. A Service is Unavailable if the Service experiences a complete or material loss or interruption of Service, subject to the exclusions set out below (a "Service Outage"). In cases where GTT delivers a given Service over multiple redundant ports, the Service is considered Unavailable only if GTT's network is Unavailable through all Client ports. The measurement period for determining a Service's Unavailability shall begin when a Service Outage related trouble ticket is opened by GTT following GTT's observation of a Service interruption or loss or by Client by opening a trouble ticket reporting a Service Outage. The period of time a Service is considered Unavailable shall conclude upon the date/time GTT notifies the Client of Service restoration. Clients must always report any fault or quality issue with any Service to GTT's Network Operation Center ("NOC").
- 5.4. Credits will only be provided for failure to meet the Availability levels set forth above. GTT will aggregate the total Unavailable Times per month on a per-circuit/-Service basis and credit the resulting amount to the Client for the affected Services.

With respect to any Service Outages that entitle the Client to receive a credit, the amount of the credit will be calculated as follows based on the duration of Unavailable Time beyond the applicable threshold time:

DURATION	CREDIT
00:00:01-02:00:00	5% of MRC
02:00:01-04:00:00	10% of MRC
04:00:01-08:00:00	20% of MRC
08:00:01-12:00:00	30% of MRC
12:00:01-24:00:00	40% of MRC
24:00:01+	50% of MRC

6. OUTAGE REPORTING OBJECTIVE

GTT's Network Operation Center ("NOC") will make reasonable efforts to inform the Client of any general systems outage that may have affected the Client's Service within thirty (30) minutes of its first awareness of the above-mentioned outage. GTT will make reasonable attempts to notify and inform the Client by submitting such notification via the telephone, fax, or e-mail details listed in the Agreement. To facilitate such notification, it is the Client's responsibility to ensure that GTT and GTT's NOC have any and all updated contact information for the Client, namely, all telephone and fax numbers and e-mail addresses for all Client notifications regarding disruption of Service.

7. MEAN TIME TO REPAIR ("MTTR") OBJECTIVE

GTT will commit to a MTTR of four (4) hours or under for Service Outages affecting its network. MTTR is calculated by dividing the cumulative monthly Unavailable Time for a specific Service by the total number of trouble tickets opened for that Service during the month. Should MTTR below exceed this objective during any given month, GTT shall credit the Client a service credit equal to five percent (5%) of the MRC for the affected Service, in addition to any credits under Section 5, with a maximum of one MTTR credit per site.

8. SCHEDULED MAINTENANCE OBJECTIVE

- 8.1. It may occasionally be necessary for GTT to carry out essential maintenance or network upgrades. Scheduled Maintenance shall generally occur no more than five (5) times in any given calendar month and is generally performed between 2:00 am and 6:00 am local time in the region where the Service is located and/or performed. GTT will use commercially reasonable efforts to keep Scheduled Maintenance to a minimum and assure the availability of its Backbone.
- 8.2. Except in the event of an emergency or a Force Majeure Event, GTT and the Client will use commercially reasonable efforts to apply the following procedures with respect to Scheduled Maintenance:



- 8.2.1. GTT will provide the Client with at least ten (10) calendar days' notice of any planned work that will affect the availability of Service, except in case of emergency maintenance work on the network.
- 8.2.2. The Client will confirm to GTT within four (4) calendar days that the Scheduled Maintenance proposals are acceptable. A lack of response from the Client shall be deemed as acceptance.
- 8.2.3. Where possible, GTT will provide the Client with Scheduled Maintenance proposals, and confirmation details should be exchanged by fax/e-mail/telephone as provided in the Agreement.
- 8.2.4. Where feasible and possible, GTT will make temporary alternative arrangements during Scheduled Maintenance to avoid a break in the Client's Service.
- 8.2.5. GTT will give notice of Scheduled Maintenance to the named contacts of the Client defined in the Agreement.
- 8.2.6. The Client shall use commercially reasonable efforts to give GTT advance notice of any event of which the Client is aware at its end.

9. EXCLUSION FROM SERVICE OBJECTIVES

- 9.1. Unavailable Time shall exclude periods when Service outages arise from or are otherwise indirectly caused by:
 - 9.1.1. Service outage periods due to any cause other than faults in the GTT network, including faults or negligence of the Client or problems associated with equipment connected on the Client's side of the GTT Service delivery point.
 - 9.1.2. In cases where the Client's premises equipment impacts or otherwise causes alterations to the quality of the Service or malfunctioning in the network, GTT will proceed to disconnect the link for the benefit of the other users of the network, and such disconnection will not be the basis for any Service credit under the SLA. GTT will notify the Client as soon as possible in such event in order to allow the Client to repair or address the problems.
 - 9.1.3. Outage periods reported by the Client in which no fault is observed or confirmed by GTT.
 - 9.1.4. Any fault period during which Service is suspended pursuant to the terms of the GSA and/or SOF, as applicable.
 - 9.1.5. Downtime when GTT technical staff cannot have access to the Client's facilities, premises, or equipment when requested by GTT for the purpose of investigating the problem and restoring the Service, including those cases where the Service includes the management by GTT of equipment on the Client's site.
 - 9.1.6. The Client requests that GTT upgrade the capacity of the Service, if this operation results in an outage. Such an upgrade is subject to a new Order signed by the Parties, who will have agreed in advance on the operation date of such an upgrade.
- 9.2. No Service credit shall apply:
 - 9.2.1. During Scheduled Maintenance affecting the Service as defined under Service Maintenance Objectives.
 - 9.2.2. For any use made by the Client of a transmission capacity prior to the RFS Date.
 - 9.2.3. Performance degradations and Service loss due to Denial of Service attacks or other unlawful attacks generated inside the Client's network or executed against users inside the Client's network or the Client's network infrastructure will be excluded from SLA calculation, as it is within the Client's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its Clients.
 - 9.2.4. Nevertheless, GTT is available to support the Client by implementing appropriate measures on GTT's network, such as limiting ICMP bandwidth, rate limiting over the Client's ports, implementing filters, or black-holing routes.
 - 9.2.5. In case of Service disruption due to a Force Majeure event, as applicable.



- 9.2.6.** Service Credits will not be payable by GTT to the Client in relation to Service Availability or the Voice Service Availability for incidents or disruptions to the Service caused by an incident in, or any other problem associated with, equipment connected on the Client's side of the GTT Point of Demarcation, except where such incident or problem is directly caused by the action or negligence of GTT, its employees, agents or contractors.

10. CHRONIC SERVICE OUTAGE

A Chronic Service Outage will be deemed to have occurred only if the Client experiences either a single continuous Service Outage lasting seventy two (72) or more hours or four (4) or more related Service Outages resulting in loss of service for at least one (1) hour each within any calendar month period and only when the Service Outage is not the result of (i) the fault or negligence of Client; (ii) the failure of interconnecting facilities or other equipment not part of GTT Service or facilities or not within GTT's or its supplier's reasonable control; (iii) Scheduled Maintenance; (iv) Denial or Service (DoS) or Distributed Denial of Service (DDoS) attacks. In the event that there is a Chronic Service Outage, Client may upon written notice to GTT, immediately terminate the affected Services only if (i) Client notifies in writing GTT through GTT NOC trouble ticket system; and (ii) Client provides written notice with respect to such termination to GTT within thirty (30) days following the eligible service outage entitling Client to terminate in accordance with this Section. In case of such termination, Client will be responsible for all amounts due up to the date of termination.

11. GENERAL TERMS APPLYING TO CREDITS

- 11.1.** As a condition of entitlement to a credit, the Client must report any Service Outage during the affected period, including by way of opening a trouble ticket, and cooperate in resolving any such problems.
- 11.2.** The Client must submit credit requests in writing within thirty (30) calendar days following the event in which entitlement to a credit arose.
- 11.3.** The provision of credits under this Service Order is the Client's sole and exclusive remedy and GTT's sole obligation in connection with a failure to meet the stated Service Level Objective.

12. THIRD-PARTY SERVICES

GTT will always grant the Client the same credit rights that a Third-Party Provider grants to GTT. Upon receipt of a Third-Party Provider's service credits, GTT will credit the Client in a proactive way.

13. MISCELLANEOUS

- 13.1.** The Client acknowledges and agrees that the objectives set forth in this Schedule do not constitute guarantees, commitments, or warranties of any kind whatsoever under applicable law, and the Client shall not receive or be entitled to any further remedy or compensation for any Service outage, delay, or noncompliance beyond that expressly set forth in this Schedule, and any other liability, loss, damage, or cost incurred by the Client as a result of any Service outage is hereby expressly disclaimed and waived by the Client as an express condition for GTT's provision of the Service.
- 13.2.** Contract penalties shall be paid to the Client via Credit Note in a proactive way for Service Availability objectives.
- 13.3.** Client shall not receive more than one Service credit request with respect to any one given incident; e.g., GTT will not allow separate credits for the Backbone not being accessible AND the maximum round-trip time being exceeded for that given month.
- 13.4.** Service credits to the Client shall not exceed 100% of the contracted monthly charges incurred by the Client for the specific Service or installation in question. For multipoint or bundled Services, the Service credits to the Client shall not exceed the Allocated MRC for the affected Service.
- 13.5.** Should GTT require additional information from the Client, the 10-day notification period for the Client shall begin upon receipt of all information required by GTT.
- 13.6.** When the Service credit request is submitted, the Client shall nevertheless pay its entire Service bill and shall not withhold or deduct any Service credits it would anticipate receiving from GTT.
- 13.7.** GTT shall have no liability to the Client's end user and/or carrier Clients arising from or relating to this Schedule.



13.8. CPE Delivery and Shipping GTT shall deliver CPE to the Client as set out in a SOF. From time to time it may be necessary for the Client to take ownership of the CPE and assist GTT with any administrative requirements associated with delivery. In such cases, the Client will be informed by GTT in advance. For example, where GTT has no legal presence in the country where the CPE is to be installed and GTT is not leasing the CPE locally, it is mandatory for Client to take title to the CPE for a nominal sum. At the expiry of the Term or termination of the SOF, Client will offer and GTT may accept to re-purchase the CPE for \$1. Unless "DDP" delivery method (as per Incoterms 2010) is available, the CPE will be delivered "DAP" and the delivery point will be prior to customs at the country in which the address detailed in the SOF is located. For DAP deliveries the Client or any nominated entity appointed by the Client will be the "importer of record." The Client shall ensure that, at its own expense, all necessary licences and permissions have been obtained as is necessary to comply with the laws and regulation governing the export, import or re-export of any CPE under the relevant SOF.

13.9. CPE Title. Unless agreed otherwise, title to GTT-provided CPE remains with GTT or its suppliers. Client may not (i) attempt to sell, charge or encumber GTT-provided CPE; or (ii) add to, modify, or interfere with GTT-provided CPE, or allow any third party (other than a third party authorized by GTT) to do so. Client will be liable for the costs of repair or replacement of GTT-provided CPE if, at any time, it is damaged or lost due to theft, negligence, intentional acts, unauthorized acts or other causes within Client's reasonable control or that of its agents or employees. In the event that Client will provide its own CPE, Client hereby: (i) assigns full operational management responsibility for such equipment solely to GTT; (ii) warrants and represents that the equipment provided is not in "end of life" ("EOL") status with the manufacturer; and (iii) acknowledges that any EOL CPE may impact or compromise GTT's ability to manage the device.

14. POLICY CHANGES

GTT, at its sole discretion or upon request of a local or national authority, shall be entitled to change, amend or revise this policy at any time and for any reason by providing written notice thereof to the Client in accordance with the notice provisions in the Agreement.



Attachment 1 – Emergency Services

Emergency Services provided by GTT are subject to the following provisions. In case of discrepancies between this Attachment 1, and any other contract document, this Attachment 1 will control.

1. The Service for clients purchasing GTT Telephone Numbers will support calls to emergency service numbers for Users within the Approved On-net Countries originating on Numbers provided by GTT.

2. Approved On-net Countries include Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, , Finland, France, Germany, Hungary, Ireland, Italy, Luxembourg, Netherlands, New Zealand, Norway, Poland, Romania, Slovenia, Spain, Sweden and Switzerland, the UK and United States of America;

3. For access to emergency services using the GTT SIP Trunking service outside the Approved On-net Countries, GTT shall to the extent technically feasible ensure that the User can access emergency call services using GTT provided Gateways as required and provide where possible, caller location information for calls to emergency call numbers so long as the Client:

a. ensures a PSTN phone line is installed and functional at the location where GTT delivers the Service for the duration of the Term. Such phone line shall be reserved solely for the use of emergency service calling via the Service. The Service cannot support the calling of emergency services where the PSTN phone line is not available;

b. advises GTT of a valid local address of each User of the Service; and

c. makes any additional necessary arrangements for Users to access such emergency services. If the Gateway is not installed and activated by the Client on the Client Site in line with a) – c) above, the Telephone Numbers will not be put in service by GTT.

GTT hereby disclaims any liability to Client and Client expressly waives any right to any claim or actions against GTT arising out of or in connection with any failure to access emergency services using the GTT SIP Trunking Service outside the Approved On-net Countries.

4. Clients ordering a Centralized Trunk Service accept that it is their sole responsibility to ensure that all emergency calls are routed to GTT prefixed with the correct country code of the originating caller in international format.

5. Emergency Services do not apply to remote call forward services. Users shall not use or attempt to use any remote call forward service to call Emergency Services.

6. Emergency Services are unavailable for Tollfree numbers.

7. GTT shall endeavor to route the outgoing call to the appropriate Emergency Services Center based on the location information provided by Client. Client acknowledges that from time to time GTT will use a third party provider for routing. In case of routing of the calls by a third party provider, Client acknowledges and agrees that GTT may rely on a third party for the routing and that GTT may not control such routing provided that GTT will remain solely responsible for any

breach of the terms of this Agreement by such third party provider.

8. In order to activate a DID number, Client acknowledges and agrees that it is Client's responsibility and obligation, prior to offering any of the Emergency Service to a User, for Client to provide a valid local address of each User of the Service.

9. Client acknowledges and agrees that the activation of the CLI for access to the Emergency Services will be done individually, on a per number basis, according to the applicable regulatory obligations, and that any alteration of the CLI is hereby expressly prohibited. Client may only activate DID numbers belonging to the activated country. In order to have the feature activated, Client shall submit the full, complete and accurate required information (including the geographical address of the User) linked to the DID.

10. Client warrants and represents that it is sole responsible for the accuracy of the information and data provided to GTT when activating DIDs for the Client.

11. Clients accepts that the service will not operate in case of loss of broadband connectivity and acknowledges and accepts this situation and hereby releases GTT from any and all liability, losses or damages which may arise from poor quality or absence of the Emergency Service due to interconnection issues.

12. Emergency Services Centers may not be able to identify the User if the call is unable to be completed, is dropped or disconnected, if the User is not able to speak or if the Emergency Service is not operational for any reason beyond GTT's control. Emergency Services Centers might not be able to hold the line of the User open if the caller hangs up.

13. GTT shall not be liable or responsible if the Emergency Services Center does not promptly or properly answer or route the call or if errors or omissions are made by the Emergency Services Center or the local exchange carrier servicing the Emergency Services Centers.

14. Client acknowledges that in case of modification of the User's information, GTT will modify it as soon as possible and within twelve (12) calendar days following Client's written request. It is Client's sole responsibility to take into account this timeframe as, during this period, the Emergency Service will only be available based on the previously provided User's information. It is Client's liability and responsibility to inform the User beforehand of this temporary unavailability and to obtain its enlightened consent.

15. Client acknowledges and agrees that Emergency Services will not function, or will not function properly, in the following situations: (a) if a User attempts to place an emergency call from any location other than the User's service address provided by Client; (b) if power is disrupted; (c) if Internet connectivity is disrupted; (d) if Service to a User is cancelled or suspended for any reason; (e) if Client provides GTT with incorrect or invalid User service address information; (f) if Client fails to notify GTT of any update to User's service address information; or (g) if equipment provided to or used by the User malfunctions or is improperly



installed or configured. Emergency Services will not function until correct and valid service address information has been input into all appropriate database(s), which may occur shortly after initial Service activation (including following Port-Ins).

16. For U.S. Domestic Services, if GTT has agreed to provide Services to Client in a basic 911 area, GTT shall only be obligated to provide basic 911 Service and not E911 Service. In the event that the PSAP in a basic 911 area deploys the equipment necessary to enable E911 Services and GTT is unable (in a timely manner) to provide E911 in such basic area through its current E911 vendor, then GTT may, upon thirty (30) days' written notice to Client, terminate the Services provided to Client in such basic 911 area without further obligation or liability. Client shall be responsible for all fees incurred to the date of such termination.

17. In the event that Emergency Service limitations or requirements are different than those stated herein and are necessary or advisable based on GTT's interpretation of currently evolving Emergency Service laws, rules and regulations, Client agrees to negotiate reasonable modifications to this Attachment as requested by GTT, and if agreement respecting the same cannot be reached, either GTT or Client may terminate the Service and this Addendum without liability.

18. It is Client's sole obligation and responsibility:

a. To provide and update a register of Users using activated numbers containing at least the following information for each number: Client name, and address allocated to the number. The information in the register of Users should be up-to-date at all times. This register shall be transmitted to GTT;

b. As soon as reasonably possible, and no later than 24 (twenty-four) hours from GTT's first request, to make the complete and up-to-date information available to GTT for each concerned activated number;

c. To ascertain that the geographical address of the activated number corresponds to the actual physical location of the User using this activated number. Client acknowledges that an oral confirmation of the physical location might be required by the agents of Emergency Services Centers;

d. To guarantee that all the information provided by Client when activating a number is correct, complete, accurate and current and corresponds with, *inter alia*, the actual address of the User based on official documents and that this address is located within the geographical area of the activated number;

e. Client to always provide to GTT the CLI of a User calling Emergency Services Centers in accordance with the guiding principles on CLI presentation (CLIP) even in cases where the User opted for CLI Restriction (CLIR). Client will clearly inform Users of the unconditional display of their CLI when calling Emergency Services Centers;

f. To provide the CLI of a User calling Emergency Services Centers in accordance with the E.164 Format. In case the format of the CLI provided by Client does not comply with the E.164 Format the call to the Emergency Services Centers will be automatically rejected;

g. To guarantee that the CLI used by a User for calling Emergency Services Centers is identical to the activated number used by that same User to receive incoming calls;

h. To guarantee that in case of call forward to Emergency Services Centers, only the CLI of the initial calling party will be displayed;

i. Not to block or limit (in terms of duration or whatsoever) the access to Emergency Services Centers to Users under any circumstance whatsoever;

j. To give absolute priority to calls made to Emergency Services Centers over any other calls or applications requiring the usage of dedicated bandwidth;

19. The provision by GTT of Emergency Service under this Addendum constitutes an obligation of means ("*obligation de moyens*").

20. Client hereby releases GTT from any and all liability, losses, damages or Claims (other than GTT's gross negligence or willful misconduct) which may arise from GTT's disabling or disconnection of any of User's activated number due to the failure of Client to comply with its obligations under this Attachment, Addendum and/or Agreement.

21. Upon receipt of reasonable notice, GTT may disable, disconnect, suspend and/or terminate Services or Emergency Services under this Addendum due to a material breach or non-compliance by Client or a User. Client understands and agrees that in the event Emergency Services are suspended and/or terminated pursuant to the Agreement or this Addendum, the Emergency Service will be canceled and Users will not be able to access Emergency Services Centers from the activated numbers.

22. In the event Client does not utilize the Emergency Service, Client hereby represents and warrants that it does not rely on GTT in any way to provide features similar to Emergency Services or any other type of emergency services access.

23. Notwithstanding anything to the contrary in the Agreement, the Addendum or this Attachment, in no event shall GTT be liable for any direct, incidental, indirect, special, punitive, reliance, exemplary or consequential damages and Client agrees to indemnify, defend and hold harmless the GTT Party from and against any and all Claims related to or arising out of Client's breach or non-compliance with this Attachment.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS’ continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNTS records retention requirements; (2) to promptly provide contracting information to UNTS when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTS or to preserve all contracting information according to UNTS’ records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov’t Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov’t Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Global Telecom & Technology, Americas, Inc.

DocuSigned by:

UNIVERSITY OF NORTH TEXAS SYSTEM



**AFFIRMATIVE AUTHORIZATION AND ASSUMPTION OF LIABILITY
TO ENABLE INTERNATIONAL LONG DISTANCE (ILD) SERVICES**

University of North Texas System ("Customer"), a GTT customer, hereby provides "Affirmative Authorization and Assumption of Liability to Enable International Long Distance (ILD) Services" for the following classifications:

Standard ILD Services – authorization to enable ILD Services to all locations not on GTT's list of high-cost countries

By authorizing Standard ILD Services, Customer is acknowledging financial responsibility for all charges stemming from Standard ILD calling on the Customer account, including any calls deemed to be unauthorized by the Customer, regardless of whether Customer has knowledge of such calls. All ILD usage is charged to Customer at GTT prices in effect at the time the usage occurs.

High Cost ILD Services – authorization to enable High Cost ILD Services to the following country(ies) on GTT's list of high-cost countries:

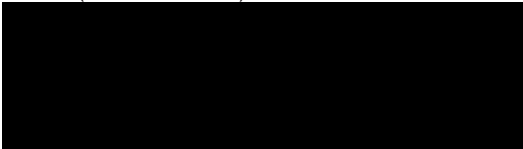
By authorizing High Cost ILD Services, Customer is acknowledging financial responsibility for all charges stemming from ILD calling on the Customer account, including any calls deemed to be unauthorized by the Customer, regardless of whether Customer has knowledge of such calls. In addition, Customer is acknowledging that calls to these countries are at high cost, and are disproportionately at risk to unauthorized or fraudulent calling, and affirmatively assumes all risk for such calls. All ILD usage is charged to Customer at GTT prices in effect at the time the usage occurs.

Customer may terminate Standard and/or High Cost ILD authorization and financial liability at any time by sending a written request by email to their GTT sales representative. The effective date of the termination of authorization and financial responsibility for Standard and/or High Cost ILD will be no later than seven (7) business days after receipt of the written termination notice by GTT.

Customer hereby provides notice of "Affirmative Authorization and Assumption of Liability to Enable International Long Distance (ILD) Services" at the terms and conditions described above.

University of North Texas System
(Customer Name)

10/21/2020
(Date)

 (representative)



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

The Contractor is awarded under the cooperative purchasing program and disaster recovery for all awarded SINs.

Special Item Numbers: **132-52 Electronic Commerce and Subscription Services**

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION

- Internet Access Services

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Other Data Transmission Services, Not elsewhere classified

**Global Telecom & Technology Americas, Inc.
7900 Tysons One Place, Suite 1450
McLean, VA 22102
Phone: 757-465-9834
Internet Address: [http:// www.gtt.net](http://www.gtt.net)
Contract Administration: Resha Butler
E-Mail: Resha.butler@gtt.net**

Contract Number:
GS-35F-516DA

Period Covered by Contract:
September 30, 2016 through September 29, 2021

Price List current through Modification PA-0001, dated October 11, 2016

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSAAAdvantage!®, a menu-driven database system. The INTERNET address for GSAAAdvantage!® is: GSAAAdvantage.gov.



U.S. General Services Administration

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**CUSTOMER INFORMATION**

- 1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.
Special Item Numbers: 132-52 Electronic Commerce and Subscription Services
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
See Approved GSA Pricing
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.
Hourly rates are not applicable.
2. Maximum order.
\$500,000
3. Minimum order.
\$100
4. Geographic coverage.
The Geographic Scope of Contract will be domestic and overseas delivery.
5. Point of production.
*7900 Tysons One Place, Suite 1450
McLean, VA 22102*
6. Discount from list prices or statement of net price.
Prices shown are NET Prices; Basic Discounts have been deducted.
7. Quantity/Dollar Volume discounts.
Additional 2% discount for orders over \$250,000
8. Prompt payment terms.
0% - net 30 days from the date of the invoice.
- 9a. The Government purchase Card *will be accepted* for payment on orders below the micro-purchase threshold.
- 9b. The Government purchase Card *will not be accepted* for payment on orders above the micro-purchase threshold.
10. Foreign items.
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.



- 11a. Time of delivery.

<i>SPECIAL ITEM NUMBER</i>	<i>DELIVERY TIME (Days ARO)</i>
<i>132-52</i>	<i>30 Days</i>
- 11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
As negotiated on the task order level.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
As negotiated on the task order level.
- 11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.
As negotiated on the task order level.
12. F.O.B. point.
Destination
- 13a. Ordering address.
*7900 Tysons One Place, Suite 1450
 McLean, VA 22102*
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address.
*7900 Tysons One Place, Suite 1450
 McLean, VA 22102*
15. Warranty provision: *Standard Commercial Warranty.*
16. Export packing charges, if applicable.
Not Applicable
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
Not applicable
18. Terms and conditions of rental, maintenance, and repair are *not applicable.*
19. Terms and conditions of installation are *not applicable.*
20. Terms and conditions of repair parts are *not applicable.*



- 20a. Terms and conditions for any other services.
See critical information section for SIN specific warranty information.

- 21. List of service and distribution points:
*7900 Tysons One Place, Suite 1450
McLean, VA 22102*

- 22. List of participating dealers is *not applicable*.

- 23. Preventive maintenance is *not applicable*.

- 24a. Special attributes such as environmental attributes are *not applicable*.

- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
<http://www.gtt.net/>

- 25. Data Universal Number System (DUNS) number: *045410110*

- 26. Notification regarding registration in SAM.gov database: *ISTZ6*



TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5. INTEROPERABILITY

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.



6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.



12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

**Awarded GSA Pricing**

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE
EC-MRR-1Y-100CDRMB	EtherCloud - NA/EMAE Min MRR 1 Year 100CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 1 Year MRR. 100 CDR Mb	Monthly	\$146.80
EC-MRR-2Y-100CDRMB	EtherCloud - NA/EMAE Min MRR 2 Year 100 CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 2 Year MRR/MB. 100 CDR Mb	Monthly	\$132.59
EC-MRR-3Y-100CDRMB	EtherCloud - NA/EMAE Min MRR 3 Year 100CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 3 Year MRR. 100 CDR Mb	Monthly	\$117.44
EC-MRR-1Y-1000CDRMB	EtherCloud - NA/EMAE Min MRR 1 Year 1000 CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 1 Year MRR. 1000 CDR Mb	Monthly	\$1,485.54
EC-MRR-2Y-1000CDRMB	EtherCloud - NA/EMAE Min MRR 2 Year 1000 CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 2 Year MRR. 1000 CDR Mb	Monthly	\$1,332.39
EC-MRR-3Y-1000CDRMB	EtherCloud - NA/EMAE Min MRR 3 Year 1000 CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 3 Year MRR. 1000 CDR Mb	Monthly	\$1,194.56
EC-MRR-1Y-2000CDRMB	EtherCloud - NA/EMAE Min MRR 1 Year 2000 CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 1 Year MRR. 2000 CDR Mb	Monthly	\$1,958.69
EC-MRR-2Y-2000CDRMB	EtherCloud - NA/EMAE Min MRR 2 Year 2000 CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 2 Year MRR/MB. 2000 CDR Mb	Monthly	\$1,762.82
EC-MRR-3Y-2000CDRMB	EtherCloud - NA/EMAE Min MRR/Mb 3 Year 2000 CDR Mb	EtherCloud - NA/EMEA. Minimum MRR: 3 Year MRR. 2000 CDR Mb	Monthly	\$1,566.95
IP-MRR-1Y-100CDRMB	IP Transit - Americas and EMEA Min MRR 1 Year 100 CDR Mb	IP Transit - Americas and EMEA. Minimum MRR: 1 Year MRR/Mb. 100 CDR Mb	Monthly/Mb/year	\$148.96
IP-MRR-2Y-100CDRMB	IP Transit - Americas and EMEA Min MRR 2 Year 100 CDR Mb	IP Transit - Americas and EMEA. Minimum MRR: 2 Year MRR/Mb. 100 CDR Mb	Monthly/Mb/year	\$134.22
IP-MRR-3Y-100CDRMB	IP Transit - Americas and EMEA Min MRR 3 Year 100 CDR Mb	IP Transit - Americas and EMEA. Minimum MRR: 3 Year MRR/Mb. 100 CDR Mb	Monthly/Mb/year	\$119.48