

## CENTURYLINK BUSINESS VOICE OVER INTERNET PROTOCOL (VoIP) ANNEX

The following terms and conditions in this Annex, together with the CenturyLink Business Voice Over Internet Protocol (VoIP) terms and conditions (collectively, the "Agreement"), will govern CenturyLink's provision and Subscriber's use of Service and related features, Software, and Equipment. This Annex supplements and supports the CenturyLink Business VoIP terms and Conditions, and terms and conditions not specified in this Annex are included in the CenturyLink Business VoIP terms and conditions. Unless otherwise defined herein, all capitalized terms in this Annex will have the meanings set forth herein or in the CenturyLink Business VoIP terms and conditions.

### 1. ADDITIONAL SERVICE INFORMATION

#### A. Service Conditions

- (1) **Telemarketing.** With respect to any outbound telemarketing activities, per applicable regulations, telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using Services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK. Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC).
- (2) **Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Subscriber's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Subscriber, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.
- (3) **Unsupported Calls.** The Service does not support any outgoing calls from seats that are not associated with an IP device or Soft Phone, unless another telephony device from which the call can be originated via the end user portal is used.
- (4) **Active Sessions.** You agree not to use more than one IP address for each log-on session, and you agree that you will not permit more than five users to have active log-on sessions at one time. (A log-on session is an active connection to an Internet service provider.) You may share a single active session with others to connect multiple computers/devices to your modem or your router at your Subscriber Location. This includes establishing a wireless fidelity ("WiFi") hotspot within that location. But the Service can only be used at a single, registered Subscriber Location at any particular time.
- (5) **Maintenance.** You agree that we may restrict use of the Service or interrupt its operation for maintenance activities (including activities involving the Equipment, Software, network, or facility upgrades or modifications), or to be sure that we can provide acceptable levels of Service to all CenturyLink customers.

#### B. Service Provisioning

- (1) **Telecommunications Relay Service.** Telephone Relay Service is accessible with the Service by dialing 711, or using the toll-free number listed in your telephone directory. TRS is a free service connecting customers who are deaf, hard of hearing or have speech disabilities with others. These connections can sometimes be done through standard telephone equipment but sometimes require specially-designed equipment.
- (2) **Porting of Phone Number.** If you move your telephone number from CenturyLink to another service provider, your Service will no longer work. After your telephone number is moved to another provider, you will not be able to make outgoing calls or receive incoming calls over the phone you have connected to the Equipment.
- (3) **Service Upgrades/MACDs.** CenturyLink reserves the right to modify Service Upgrades and MACD charges at any time without notice to Subscriber.
  - (a) **Addition of Seats During Term.** Subscriber may add additional Service seats to existing Service at a Subscriber Location at any time during the Term (an "Upgrade"). For Upgrades during the initial Term, the Service seat rates in the applicable price quote. If Subscriber adds more seats than can be accommodated by the Equipment using the Service, Subscriber will be responsible for renting or purchasing additional or replacement Equipment to accommodate the additional seats. The additional or replacement Equipment must be on the CenturyLink approved list. Subscriber agrees that each seat

will have its own minimum Term commencing on the first day of Service for the seat. Applicable early termination fees will apply to such seats.

- (b) **MACDs.** "MACD" means move, add, change, disconnect. Subscriber may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"), for an additional charge. Charges for on-site configuration management will be quoted prior to dispatch of the technician to the Subscriber Location, and will be at CenturyLink's then-current rates for on-site dispatch.

**C. Alternative Carrier Connectivity.** This section applies if Subscriber purchases connectivity (Internet access local access) from a provider other than CenturyLink ("Alternate Carrier") instead of purchasing such connectivity from CenturyLink ("Approved Connectivity").

- (1) **CenturyLink Responsibilities.** Subscriber agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:
  - (a) CenturyLink will only troubleshoot voice quality or connectivity issues at locations where Approved Connectivity is used. If Subscriber experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or Software client configurations. CenturyLink will not troubleshoot voice quality or connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Subscriber.
  - (b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Agreement at locations using an Alternate Carrier, including placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.
  - (c) Subscriber is not required to use Equipment on CenturyLink's approved list or Equipment that is covered by a CenturyLink maintenance plan for locations using an Alternate Carrier. However, if Subscriber uses such Equipment, Subscriber acknowledges that CenturyLink will not support any Equipment at such Subscriber Locations.
  - (d) Regardless of any contrary provisions in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) Equipment provided by the Alternate Carrier, (iii) Subscriber-provided Equipment that is not on CenturyLink's approved list, or (iv) Subscriber-provided Equipment that is on CenturyLink's approved list that is not covered by a CenturyLink maintenance agreement. Subscriber is not entitled to any remedies for Service performance issues at locations using an Alternate Carrier.
- (2) **Subscriber Responsibilities.** Subscriber will be responsible for troubleshooting all issues for sites using an Alternate Carrier, including engaging the Alternate Carrier on outage and quality issues. If Subscriber experiences Service performance issues at a site using an Alternate Carrier, Subscriber will bring any Equipment to an Approved Connectivity location for testing. If the Equipment works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or Equipment, and will have fulfilled its obligation to Subscriber with regard to Service and Equipment performance. Subscriber will provide CenturyLink its Service location(s), address(es), Service details per location, including but not limited to type and number of seats, and any other information necessary for the provision of the Service as requested by CenturyLink. **Subscriber will notify its end users that where Subscriber does not use Approved Connectivity to transport CenturyLink Service to or from a Subscriber Location, Subscriber may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency service providers**

**2. SOFTWARE AND EQUIPMENT**

- A. Proper Use.** The Service requires you to use certain Software and Equipment, including phones that we have approved to be used. We might require you to purchase or rent Equipment from us or one of our authorized vendors before we make the Service available to you. You agree that you and others you allow to use the Service (and associated Software and Equipment) will use all of these items as described in the information we give you regarding its proper use, environment, and maintenance. You also agree not to mishandle, misuse, or improperly store or operate the Software or Equipment, including using it with other equipment that is not electrically or mechanically compatible with, or is inferior in quality to, it. You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of it, without our express permission. If you or others you allow to use the Service do not use the Software and Equipment properly, we have no obligation to help you return the Software or Equipment to a sound working order; and you may have to pay us for costs or damages we incur due to the failure. We may also

terminate the Service, possibly assessing reasonable charges for the misuse as well as relevant termination charges.

## **B. Software**

- (1) Installation of Software.** You will need to download and install special software for your Service (or associated value-added services) to work (“Software”). We either provide that Software or you will get it from one of our authorized, third-party vendors. You agree that Software is confidential and is the property of its owner, not you as the Service subscriber, and you may not disclose or reproduce it unless specifically authorized by CenturyLink or an authorized third-party vendor.
- (2) License Agreements.** When you acquire, download, and install Software, you agree to comply with the terms of all license agreements associated with the Software, including those of CenturyLink and any third parties. If you decline to accept and/or comply with such terms, you will not be able to use the applicable features of the Service using such Software.

  - (a)** If the license agreement is with a third party vendor (not CenturyLink), CenturyLink has no obligations or responsibility with respect to that provided Software and all your rights and obligations will be determined by your agreement with that third party.
  - (b)** If any Software required for the successful operation of your Service, and provided by us or our third-party vendors, is not accompanied by an end user license agreement, CenturyLink grants you a limited license to use the Software for your personal use (and for those you permit to use the Service in line with the terms and conditions in the Agreement). This license is not given only to you, because we grant such licenses to other users of the Service. You agree that you will not transfer this license or export it outside the United States.
  - (c)** Your license to use Software associated with your Service will be in effect until CenturyLink or its third-party vendors terminate the license or your Service ends, unless the license agreement provides a different termination date. If your Service is canceled or terminated for any reason, you agree to cease using all Software and, if we require it, return Software to us in the way we direct you. If this Software is not returned to us within 30 days following Service cancellation or termination, or if it is returned in a damaged condition, you agree that we may bill you additional charges.
  - (d)** You agree not to modify Software whether provided by CenturyLink or its authorized third-party vendors in any way, and not to or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of CenturyLink or a third party which are used in connection with the provision of your Service. You agree that you will not decompile, disassemble, reverse engineer, or otherwise reduce Software to a readable form.
  - (e)** If you decide to install software that is not provided by CenturyLink or its authorized third parties, you are responsible for how that software operates in connection with the Service, and any problems or interference that software causes. If we determine that your software interferes or impairs operation of the Service, we may suspend our provision of the Service until you take care of the problem or terminate the Service. During the time of any suspension, you agree you will still be responsible for paying for your Service.
- (3) Updates and Changes to Software.** CenturyLink or its authorized third-party vendors may alter, update, upgrade or change the Software and related settings associated with your Service at any time. You agree to cooperate with CenturyLink in performing such activities. A program will be downloaded to your Service when it is installed that will perform automatic updates to certain Service-related Software on a regular basis. This program may collect certain information necessary to perform this function, but information collected as part of this process will be treated in accordance with the CenturyLink Privacy Policy.

## **C. CenturyLink-provided Equipment**

- (1) Equipment Purchased from CenturyLink**

  - (a) Ownership.** If you buy Equipment from us (rather than lease it), you will own it. We call this purchased Equipment. You agree to pay all applicable shipping, handling, or delivery charges associated with purchased Equipment. From the time purchased Equipment is delivered to you, you bear all risk of loss, theft, casualty or damage for it.
  - (b) Manufacturing Defect.** If we determine that purchased Equipment has a manufacturing

defect, the applicable warranty, if any, will apply so long as the warranty is not expired or has been voided. If purchased Equipment fails as a result of a manufacturing defect after any applicable warranty period, you may request that CenturyLink deliver replacement purchased Equipment. If CenturyLink provides you replacement purchased Equipment outside any warranty period, CenturyLink will charge you the full retail cost for that Equipment. All replacement purchased Equipment may or may not be the same model and may be new or fully inspected and tested by CenturyLink.

- (2) **Equipment Leased from CenturyLink.** Rather than you buying Equipment from us, we may provide Equipment to you for an additional monthly or yearly charge for your use during the time you subscribe to the Service. We call this leased Equipment. Leased Equipment may be new or it may be fully inspected and tested by CenturyLink and deemed suitable for use with the Service. If we consider it necessary, you agree that we may require you to replace existing leasing Equipment with new or reconditioned pieces. At all times, CenturyLink, not you, owns leased Equipment, even if you attach the leased Equipment to your property, and you agree that CenturyLink may make any necessary legal filings to show that we own it. If we need your help to make these filings, you agree to help us. You have no rights in the leased Equipment other than to use it as we direct you. Your payments for the leased Equipment only cover your use and are not applied toward buying that Equipment.
- (a) **Lost or Stolen Leased Equipment.** If any leased Equipment is removed or stolen from your physical location, you must let us know within three (3) business days if you want to ensure that we do not charge you a payment if an unauthorized use of the Equipment occurs.
- (b) **Damaged Leased Equipment.** You are responsible for damage to leased Equipment, other than reasonable wear and tear or damage that we may cause. If the leased Equipment becomes damaged in any way, you should let us know as soon as possible. We will attempt to repair it, but you still will be responsible for charges associated with such work.
- (c) **Leased Equipment Return.** If your Service is canceled or terminated for any reason, you agree to return all leased Equipment to us in the manner we direct you. If you use a delivery return services, we will send you a box and a shipping label to the address associated with your Service subscription. You can call the designated delivery return service and arrange for them to pick up the box. You will be responsible for charges related to the pickup and delivery of the box to us. If leased Equipment is not returned to us within 30 days following Service cancellation or termination, or if it is returned in a damaged condition, you agree that we may bill you additional charges.
- (d) **Applicable Charges.** Leased Equipment that is not returned to us, leased Equipment that is returned later than 30 days following Service cancellation or termination or such other date specified by CenturyLink, or leased Equipment returned to us in a damaged condition, will result in additional charges to you. We reserve the right to determine, in our sole discretion, whether leased Equipment is damaged and the applicable amount to assess you for such damages.
- (e) **Deposit Return.** If you provided a deposit for the leased Equipment, and we have not already returned it to you, and you are terminating all or a combination of CenturyLink services (including the Service), we will return the deposit to you via invoice credit for the undamaged leased Equipment you actually return to CenturyLink via the process specified above. If you provided a deposit for the leased Equipment, and we have not returned it to you, and you are terminating only the Service, you must request (in writing or verbally to an authorized CenturyLink representative) that we refund the deposit to you. If you make such request, we will return the deposit to you via invoice credit for the undamaged leased Equipment you actually return via the process described above. We reserve the right to determine, in our sole discretion, whether leased Equipment is damaged. We will not return deposits for damaged leased Equipment.
- (3) **CenturyLink Installation, Maintenance, Repair, and Self-Installation.**
- (a) **Installation.** In its sole discretion, CenturyLink may install Software and Equipment at your physical location. Our standard installation includes connecting, configuring, and testing the Software and Equipment to make sure your Service works properly. Charges for such an installation may include a basic minimum charge, trip charges, delivery charges, and time and materials charges. And if we have an appointment set up with you and you don't cancel in a timely way, we may charge for the appointment. For installation

and all other work performed by CenturyLink described in this entire section, if you don't own the Subscriber Location, you must have necessary approvals from the property owner or a landlord to permit CenturyLink to do all of its work. If you don't have this permission, CenturyLink will not install or perform any work related to your Service.

- (b) **Maintenance and Repair.** You agree to provide reasonable cooperation and access to us or our agents to install, maintain, repair, or support the Service, Software, or Equipment. Charges for maintenance and repair are separate from installation charges. Work on Software or Equipment such as reinstallation, replacement, change in location, return or any other maintenance or repair, will result in charge at the rates we have in effect at the time. And these charges may apply even if we find no trouble with these items and have no need to do any repair.
- (c) **Wiring and Work Area.** You agree that we may use existing wiring at your Subscriber Location or may alter such wiring as necessary. You agree to make available separate electrical sources, circuits, and power with suitable outlets at your Subscriber Location to support your Service, and you are responsible to make sure all electrical connections are properly grounded. You agree to pay all costs for electricians, electrical work, or wiring work, if required.
- (d) **Self-Installation.** You can choose to install the Equipment yourself. If so, we will provide installation directions, but you are responsible for all aspects of such work and any resulting damage to any leased Equipment.

**D. Subscriber-Provided Equipment.** If you do not purchase or lease Equipment from CenturyLink, you may use Subscriber-owned Equipment with the Service. Unless stated otherwise, all Subscriber-owned Equipment used with Service must: (1) be on CenturyLink's approved list; (2) be covered by a CenturyLink maintenance plan during the entire Term; (3) include an operating system that complies with CenturyLink's minimum requirements; and (4) be re-imaged or programmed by CenturyLink to work with the Service. Notwithstanding subpart (4), CenturyLink will not re-image, program or adjust settings on Subscriber-owned local area network switches unless Subscriber purchases separate network management service from CenturyLink. A copy of CenturyLink's current approved Equipment list and list of current minimum operating system requirements are available upon request. Unless Subscriber purchases Equipment maintenance from CenturyLink, CenturyLink will not maintain the Subscriber-owned Equipment. CenturyLink will also not install or maintain operating system software on Subscriber-owned Equipment. Except where Subscriber has purchased Equipment maintenance from CenturyLink on Subscriber-owned Equipment, Subscriber will not be entitled to any remedies due to a failure or malfunction of that Equipment. You agree that you are responsible and liable for any damage caused to Software, Equipment, or Service due to any software or equipment that you use in connection with the Service that is not covered by a CenturyLink maintenance service. In such instances, CenturyLink and its affiliates and authorized agents or third-party vendors have no responsibility or liability if you cannot use the Service, or if any of your software, equipment, or other functionality is damaged or does not work properly. Your use or combination of any equipment or software you provide may void any warranties on Equipment, and may adversely affect the Service.

### 3. CHARGES; BILLING AND PAYMENT

- A. Credit Check; Deposits; Credit Limits.** You must have sufficient credit for us to provide you the Service and Equipment without having to pay a deposit. We may not assess your credit before providing these items to you, but we reserve the right to do so. To make a credit assessment, we will review our credit history with you if we have one; and we may consult with a credit reporting agency. Based on our review, we may ask for a deposit, set up a credit limit or advance payment structure, or require other security before we begin providing you the Service or Equipment. If you pay a deposit in connection with your Service or Equipment, and the state in which the Service or Equipment is provided does not require us to pay interest on that deposit, we will not pay you any such interest. And if during our relationship we question your willingness to pay your bills in a timely way, we might require additional measures to ensure we are paid (like requiring prior payments or additional security). If you refuse to follow these required measures, we may terminate your Service and assess any application termination charges.
- B. Billing.** You agree to pay the fees applicable to your Service, Software, and Equipment, including any monthly usage charges, any additional per-usage charges, Equipment charges, Software charges, shipping and handling fees, applicable taxes, surcharges, recovery fees, telephone charges, activation fees, installation fees, set-up fees, early termination charges, and all MRCs and NRCs. The taxes, fees and other charges detailed in this section may vary on a monthly basis. Surcharges and recovery fees, are not taxes and are not required by law, but are set by Company and may change. Surcharges and recovery fees are not taxes and are not required by law, but are set by Company and may change. Taxes and government

surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Services and Equipment and included on your bill, unless you are exempt from these payments and can provide documentary evidence of such exemption to us. In the event of conflict among prices and charges, the most-current prices and charges govern. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. NRCs such as set up, activation and installation fees, and Equipment charges, will be included in your first bill. MRCs will be billed one month in advance; any usage charges will be billed in arrears. Your first bill covers both the partial month of Service from the date your Service is activated up to the first day of your first full month of Service, and your first full month of Service. Depending on your location, Promotions may not apply during the partial month of Service. However, you still will receive all applicable discounts and promotions for the entire promotional period. Upon the expiration or termination of Services for any reason prior to the end of a billing cycle, we will charge you the full MRCs for Services during the billing cycle (along with all applicable NRCs, taxes, surcharges, and fees) and will not pro-rate these charges. If your monthly charges net to \$0, you may not be mailed a paper invoice. Invoice information will remain available in your account information or by contacting us, and an additional fee may be charged for invoice reprints.

- C. Charges.** In addition to MRCs and NRCs, you agree to pay any other additional charges that are associated with our providing the Service, Software, or Equipment. These could include activation and installation charges (including charges related to unique installation requirements at your Subscriber Location), purchased Equipment charges, leased Equipment charges, repair charges, maintenance charges, shipping and handling fees, replacements charges, connection charges, usage charges, monthly fees, monthly minimums, any other fees, surcharges, assessments, taxes, and federal, state, and local government or quasi-government imposed or permitted charges. Taxes and government fees will be in the amounts that federal, state, and local authorities require or permit us to bill you. Surcharges and recovery fees are not taxes and are not required by law, but are set by CenturyLink and may change. Please see [www.centurylink.com/feesandtaxes](http://www.centurylink.com/feesandtaxes) for more information about taxes, fees, surcharges, and recovery fees. You are responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through the Services, Software, or Equipment, even when such calls are placed fraudulently. You are responsible for these charges in all instances, including if you purchased or leased such Equipment by or through CenturyLink or purchased CenturyLink-provided maintenance for the Equipment. If you are required by law to make a deduction or withholding from any amount due to us, you must notify us in writing. We will then increase the gross amount of your invoice so that, after your deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding.
- D. Payment.** You must pay all applicable charges, including all taxes, fees, and surcharges, in U.S. currency within 30 days of the invoice date. Any additional charges will be applied to the entire unpaid balance. If we don't receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys' fees and charges and fees assessed by a collection agency or during a legal action. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payments (even those marked, "PAID IN FULL" or using similar language) and late payment charges will not mean that we waive our rights to collect the full amounts due.
- E. Nonpayment.** Upon the cancellation or termination of Service or leased Equipment for any reason prior to the end of a billing cycle, we will charge you the pro-rated charges accrued during the billing cycle, along with all applicable NRCs, taxes, surcharges, and other fees.
- F. Disputed Charges.** If you have a dispute over any charges, you must let us know within 30 days of making any payment. To dispute a charge on your bill, you must follow the dispute procedures in this agreement. After the 30-day period has ended, we will assume you agree with any charge not disputed. However, you may dispute charges resulting from your failure to return leased Equipment after the 30-day period described in this section, but such dispute may only specifically relate to the charges assessed for the return of the leased Equipment. CenturyLink and you waive all rights of subrogation against each other in connection with the Service and Equipment.

#### 4. TERM AND TERMINATION

- A. Service Provided on a Month-to-Month Basis or for a Term Commitment Period.** Unless otherwise specified, Service is offered for a term that begins on the date your Service order is completed, ends on the last of the billing cycle during which you placed the order for Service, and automatically renews each month until either party terminates Service. If you order Service for a term commitment period, you agree to keep Service for that entire term commitment period. For purposes of this agreement, both the month-to-month term period and the term commitment period are referred to as the "Term."

- B. Right to Terminate Service With Notice.** Either of us can stop the Term by giving written notice to the other. (There is more information on how to do this in the “Notice” section of this agreement). If you decide you want to cancel your Service, we expect you to return any leased Equipment as described in the “Software and Equipment” section of this agreement.
- C. Right to Terminate Service Without Notice.** CenturyLink always has the right to terminate your Service without notice if you fail to pay your bill when it is due or if you do not live up to your obligations under this agreement.
- D. Payment Responsibilities after Termination of Service; Early Termination Charge.** Even after the Term ends, you agree that you will continue to be responsible to pay CenturyLink for any outstanding balance you owe for your Service and Equipment, including any applicable taxes, franchise fees, other fees, and surcharges. And if you terminate Service prior to the end of a billing cycle, we will charge you a portion of the MRCs for the Service during that cycle, along with any applicable NRCs, taxes, surcharges, and other fee. If you terminate your Service before the end of the applicable term commitment period, you will be required to pay the early termination charge of 100% of the MRC multiplied by the remaining months of the applicable term commitment period. The early termination charge is not a penalty, but rather an offset or recovery of our costs related to your early termination and the discounts associated with your term commitment. After the end of a term commitment period, Service will continue on a month-to-month basis until terminated by you or by CenturyLink.
- E. Uncontrollable Events.** If an event occurs that is not within CenturyLink’s control, you understand and agree that we cannot be held responsible for any delay, interruption, or other failure to perform under this agreement. Some examples of such events are: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental actions or orders.

## 5. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY

### A. Disclaimer of Warranties.

- (1) General.** Except for any warranty provided to you by an Equipment manufacturer (which is not CenturyLink), CenturyLink provides the Service, Software, and Equipment “as is” with all faults, and you understand and agree that we are providing these items to you without any warranties of any kind, including no implied warranties of non-infringement, title, merchantability, fitness for a particular purpose, accuracy, or compatibility of computer systems, and any such warranties are expressly disclaimed. No advice or information that CenturyLink provides you will create a warranty. Such advice or information is offered solely to help you with any problems you may be having.
- (2) Provision and Operation.** Even though we may take your order for Service, that does not mean we will absolutely be able to provide the Service to you. After your order is taken, we will be assessing our ability to implement the Service at your Subscriber Location. It may be that we are unable to provide the Service to you. If we ultimately decide we can provide the Service, we may need to change the original installation date. CenturyLink does not warrant or guarantee uninterrupted, error-free, or secure Service, Equipment, or Software. CenturyLink disclaims all liability or responsibility if the Service changes, Equipment requires changes, Equipment or Service performance changes or reduces, or Equipment or Software becomes obsolete. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer hardware or software.

### B. Direct Damages.

- (1) Limitations.** CenturyLink is not liable for any damages directly arising out of or in connection with any: (1) act or omission by you, or another person or entity using the Service; (2) provision or failure to provide Service, including deficiencies or problems with any Equipment used in connection with the Service or our networks ; (3) content or information accessed while using the Service or Equipment; (4) death or personal injury of any person or damage to personal or real property, or (5) interruption or failure in accessing or attempting to access the Service or information through your use of the Service, including any failures caused by Equipment. If, for any reason, this limitation is held to be unenforceable, you agree that any damages we might have to pay will not exceed the portion of the MRCs (excluding all NRCs, fees, surcharges, and taxes) you have paid us for the Service during the affected period.
- (2) Exclusions.** You agree that we are not responsible for any damages that may occur if your relationship with your Internet service provider causes interference or interruption with the Service.

If such actions cause your Service not to work correctly, you will still be billed by us for the Service and we will not issue credits for such incidents. **The Service may not be compatible with communications equipment or services at your physical location that are not associated with the Service, including security services, fax machines, satellite systems, monitored medical device alert, alarm, or assistance systems, and we are not responsible in any way for such incompatibility or any problems or losses of any type related to that equipment or services.**

- C. No Consequential or Other Damages.** Under no circumstances is CenturyLink liable for any incidental, consequential, indirect, punitive or special damages of any kind arising out of or in connection with the Service, Software, or Equipment, whether in contract, tort, strict liability, or otherwise, including, without limitation, lost profits or revenue, loss of opportunity, or cost of replacement services.
- D. Indemnification.** You will indemnify and defend CenturyLink, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all third-party claims, damages, fines, costs, losses, or liabilities, including reasonable attorneys' fees and punitive damages, arising from or relating to: (1) any violation of applicable laws, regulations, or any provision of this agreement, (2) installation of, connection to, modification of, repair to, provisioning of, or use of Service, Software, or Equipment, (3) death of any person, (4) damage to personal or real property, (5) any incorrect or misleading information, or claims for libel, slander, invasion of privacy, identity theft, or intellectual property infringement with respect to the Service, Software, or Equipment, or (6) the absence, failure, malfunction, or outage of Service, Software, or Equipment, that is alleged to have resulted, in whole or in part, from your negligent acts or omissions, the negligent acts or omissions of your contractors, subcontractors, directors, officers, employees, or authorized agents, or the negligent acts or omissions of any person who uses the Service, Software, or Equipment with or without your permission.
- E. Infringements.** The Service, Software, and Equipment, and related documents and materials are protected by trademark, copyright, or other intellectual property laws. All CenturyLink websites, corporate names, services marks, trademarks, trade names, logos, and domain names are the exclusive property of CenturyLink, and nothing in this agreement grants you the right or license to use any such item. You agree that you, and those you permit to use the Service, Software, and Equipment, will not violate those rights whether they are held by CenturyLink or third parties. You understand that any violation of these rights may subject you to both civil and criminal liability, including liability for damages, fees, attorney's fees, as well as possible fines and imprisonment.
- F. Extension of Limitations.** All limitations in this section also apply to CenturyLink's third-party licensors, content providers, and suppliers, as third party beneficiaries of this agreement. There are no other third party beneficiaries of this agreement.
- G. Coverage and Survival.** Unless applicable law expressly provides otherwise, the remedies described here are the only ones we offer you and state the entire liability and obligations of the parties. All provisions of this section will survive and continue to apply after this agreement is canceled or terminated.

## 6. DISPUTE RESOLUTION

- A. Dispute Process.** Most Subscriber concerns can be resolved quickly and to Subscriber's satisfaction by contacting our customer service department or through our website. If our customer service department is unable to resolve a complaint you may have to your satisfaction or if CenturyLink has not been able to resolve a dispute it has with you after attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.
- B. Mandatory Arbitration of Disputes.** **You and CenturyLink agree to arbitrate any and all claims, controversies or disputes of any kind ("Claims") against each other, including but not limited to Claims arising out of or relating to this agreement, or any CenturyLink services, software, billings, advertisings, or equipment.** This agreement to arbitrate is intended to be broadly interpreted and applies to, among others: all Claims regardless of whether they are based in contract, tort, statute, fraud, misrepresentation or any other legal theory; all Claims that arose prior to your receipt of Service from CenturyLink (such as from advertisings) or prior to this agreement; all Claims that arise after the termination of the Service to you or after the termination of this agreement; all Claims you may bring against CenturyLink's employees, agents, affiliates or other representatives; and all Claims that CenturyLink may bring against you. The sole exception to this arbitration agreement is that either you or CenturyLink may, in the alternative, bring Claims in a small claims court having valid jurisdiction. You and CenturyLink agree, however, that neither CenturyLink nor you will join any Claim with a claim or claims of any other person(s) or entity(ies), whether in a lawsuit, arbitration, or any other proceeding. You and CenturyLink agree that no Claims will be asserted in any representative capacity on behalf of anyone else, that no Claims will be resolved on a class-wide or collective basis, that no arbitrator or arbitration forum will have jurisdiction to

adjudicate or determine any Claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply.

- (1) **Arbitration Procedure.** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice” or “Notice of Dispute”). The Notice to CenturyLink should be addressed to: 5454 W. 110<sup>th</sup> Street, Overland Park, KS 66211, Attn: Vice President, Commercial Law (“Notice Address”). The Notice must: (1) describe the nature and basis of the Claim; and (2) set forth the specific relief sought (“Demand”). If CenturyLink and you do not reach an agreement to resolve the Claim within thirty (30) days after the Notice is received, you or CenturyLink may commence an arbitration proceeding. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with the American Arbitration Association (“AAA”), the arbitrator will be selected according to the AAA’s procedures and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and Claims will be resolved pursuant to this Mandatory Arbitration of Disputes provision and the AAA’s rules in effect when the Claim is filed. Claims also may be referred to another arbitration organization if you and CenturyLink agree in writing or to an arbitrator appointed pursuant to section 5 of the FAA. The arbitration will be confidential, but you may notify any government authority of your Claim. At your election, arbitration hearings will take place in the federal judicial district of your Subscriber Location.
- (2) **Arbitrator’s Authority.** The arbitrator is bound by the terms of this agreement, and the arbitrator’s authority is limited to Claims between you and CenturyLink alone. The arbitrator has no authority to join or consolidate Claims, or adjudicate joined or consolidated Claims, unless you and CenturyLink agree in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Mandatory Arbitration of Disputes provision are for the court to decide. The arbitrator’s decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. The arbitrator can award the same damages and relief that a court can award, including the award of declaratory or injunctive relief; provided, however, that any declaratory or injunctive relief may only be in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim.
- (3) **Costs of Arbitration.** You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought the Claim in court. We will be responsible for any additional arbitration fees. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. If the arbitration proceeding is decided in CenturyLink’s favor, you shall reimburse CenturyLink for the fees and costs advanced to you only up to the extent awardable in a judicial proceeding. If the arbitration proceeding is determined in your favor, you will not be required to reimburse CenturyLink for any fees and costs advanced by CenturyLink. If a party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorneys’ fees and costs incurred in that appeal. Notwithstanding anything to the contrary in this Mandatory Arbitration of Disputes provision, CenturyLink will pay all fees and costs that it is required by law to pay.
- (4) **Changes.** Notwithstanding any provision in this agreement to the contrary, you agree that if CenturyLink makes any future change to this Dispute Resolution provision (other than a change to the Notice Address listed above) during the period of time that you are receiving the Service, you may reject any such change by sending CenturyLink written notice within 30 days of receiving notice of the change. Your rejection notice must be sent to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No changes, however, that are made to this provision after either party has submitted a Notice of Dispute shall be effective as to your and CenturyLink’s pending dispute and/or arbitration.
- (5) **Governing Law, Enforcement, and Waivers.** The Federal Arbitration Act, and not state law, applies to this Dispute Resolution provision and its provisions and, governs all questions of whether a Claim is subject to arbitration. If any portion of this Dispute Resolution provision is determined to be invalid or unenforceable, the remainder of the provision remains in full force and effect. If for any reason, the above provisions on arbitration are held unenforceable or are found not to apply to a Claim, you and CenturyLink waive the right to a jury trial on your respective Claims, and waive any right to pursue any Claims on a class or consolidated basis or in a representative capacity. If any party files a judicial or administrative action asserting a Claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party’s costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys’ fees.

## 7. LOCAL GOVERNMENTS AND GOVERNMENT PROGRAMS

- A. **Local Government Subscribers.** Unless specified otherwise, purchases of Service, Software, and Equipment by local governmental entities also are subject to the Local Government Customer Annex posted to the [www.centurylink.com/ratesandconditions](http://www.centurylink.com/ratesandconditions).
- B. **American Recovery and Reinvestment Act (ARRA).** You will not pay for Service, Software, or Equipment with funds obtained through the ARRA or other similar stimulus grants or loans that would obligate us to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in the agreement or in an amendment to the agreement.

## 8. CONFIDENTIALITY

- A. **Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the agreement. This obligation will continue until two years after the agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (1) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (2) is or becomes publicly known, through no wrongful act or omission of the receiving party; (3) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (4) is developed independently by the receiving party without reference to the Confidential Information, or (5) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the agreement will not raise the defense of an adequate remedy at law. CenturyLink will not be deemed to have accessed, received, or be in the possession of your Confidential Information solely by virtue of the fact that you transmit, receive, access or store such information through your use of Services.
- B. **HIPAA.** By providing Services, we do not require or intend to access Subscriber data, including any confidential health related information of Subscriber's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to our provision of Services and not meant for the purpose of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

## 9. GENERAL

- A. **Notices.**
- (1) **Notices to You.** We will provide notices to you under this agreement in a variety of ways. Notices may be posted to [www.centurylink.com](http://www.centurylink.com) or other CenturyLink website we direct you to. If we send you a notice, the notice will be considered given to you when we hand deliver it to you; send it to you at an email address that you have provided to us when you signed up for Service or at a later time; or put it in the U.S. Mail or with overnight courier mailed to you at your billing address. We also may provide some notices or information to you in your bill itself, in the section for messages, and such messages are considered given to you as of the date of the bill.
- (2) **Notices to Us.** If you want to provide notice to us either because this agreement requires it or because you have a matter you want to bring to our attention, you should notify us at the customer service telephone number on your bill or write us 931 14<sup>th</sup> St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Department.
- B. **Applicable Policies; Acceptable Use and Privacy.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Acceptable Use Policy and CenturyLink Privacy Policy, as posted to [www.centurylink.com/Pages/AboutUs/Legal](http://www.centurylink.com/Pages/AboutUs/Legal) and incorporated by this reference, when you use the Service. If you do not agree with the terms of any of these policies, do not purchase or use the Service. You acknowledge and understand that CenturyLink is not liable for any lack of privacy which may be experienced with regard to the Service. CenturyLink may, but is not obligated to, monitor the Service for various

purposes, and CenturyLink and its third-party vendors may access and use information regarding performance of Equipment, Software, and Service to: (1) perform related registration (Equipment serial number, activation date, and information provided to manufacturer), maintenance, support, and other service-quality activities, and (2) verify network performance.

- C. Location-Based Advertising.** You may receive advertisements based on the geographic area associated with your IP address, unless you specifically opt-out at [LocationBasedAdvertising.Centurylink.com](http://LocationBasedAdvertising.Centurylink.com). We do not share your address or any personally identifiable information with advertisers and you will not see additional advertisements as a result of this program, but you may receive advertisements that are more relevant to your geographic area. **Please note that this kind of opt out will not stop all advertising being sent to your IP address, only that advertising that is tied to your geographic location.**
- D. Unlawful, Abusive, or Fraudulent Purposes.** You agree to not use the Service, Software, and Equipment will not be used for any unlawful, abusive, or fraudulent purpose, including using these items in a way that violates any laws or another's rights, including rights to use the Service, Software, or Equipment. You agree to not harass, abuse, threaten, or defame CenturyLink, or any employees or contractors of CenturyLink.
- E. Account Security.** CenturyLink has implemented reasonable security measures to protect Subscribers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Subscribers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and email. If Subscribers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Subscriber data, or if other security measures are necessary. You agree to immediately notify CenturyLink if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you whether you suspect the use to be for profit or not) or unauthorized disclosure or use of your CenturyLink account, password, user ID, or any credit or charge card number provided to CenturyLink. These kinds of notifications should be done by calling the customer service number listed on your bill. You and your end users are responsible for maintaining the confidentiality of passwords used by you and your end users and will ensure that all use of the Service complies with this agreement. You also agree to periodically change your passwords. You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including adding new services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access your Service, such as through the Internet. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.
- F. No Resale, Distribution, Transfer, or Assignment.** You will not to resell, distribute, transfer, or assign this agreement, Service, Equipment, or Software via any means; provided that you may establish a WiFi hotspot as described above for your employees and approved guests, but you may not resell the Service provided over that WiFi hotspot. You agree that you are neither a reseller of any services, as such term is defined in any applicable acts nor entitled to any reseller discounts under any laws or regulations. CenturyLink may assign this agreement and your rights and obligations under this agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.
- G. Applicable Law.** The law that will be considered relevant in deciding what this agreement means and how it should be enforced will be federal laws or regulations, as well as those of the state and local area where we provide the Service to you. If any provision in this agreement is declared to be illegal or in conflict with any law or regulation, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions.
- H. Use of Name, Service Marks, Trademarks.** Neither party will use the name, service marks, trademarks, or other identification of the other party or any of its affiliates for any purpose without the other party's prior written consent.
- I. Independent Contractor.** We provide the Service, Software, and Equipment as an independent contractor. This agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

- J. Other.** The terms and conditions of this agreement, including all referenced documents and items incorporated here as posted to one of our websites, supersede all previous representations, understandings or agreements, and will supersede the terms and conditions of any order previously submitted, or prior price quoted. This agreement contains the entire agreement between CenturyLink and you, and the written or oral statements of any salesperson, installer, customer service representative, authorized retailer, or other individual does not change this agreement. The terms of this agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, will continue thereafter until fully performed. References to Uniform Resource Locators (URLs) in this agreement include any successor URLs that we designate. If either you or CenturyLink fails to enforce or waives any requirement under this agreement that does not waive that party's right to later enforce that requirement in the future.