CENTURYLINK SUPPLIER BUSINESS EXPENSE REIMBURSEMENT POLICY

I. SUMMARY AND SCOPE OF POLICY

CenturyLink reimburses reasonable, ordinary and necessary expenses incurred by Suppliers while conducting CenturyLink business, if it is expressly authorized in an order issued by CenturyLink or otherwise in a signed agreement between the parties ("Reimbursable Expenses") and submitted for reimbursement in accordance with this Policy.

Supplier must estimate the Reimbursable Expenses and obtain advanced written approval from CenturyLink before they are incurred. CenturyLink will only reimburse expenses at cost with no additional Supplier mark-up and, unless it is otherwise specified in a signed Agreement or Order, only if the expenses are adequately documented and submitted in a timely manner in accordance with this Policy. Accordingly, CenturyLink assumes no obligation to reimburse Suppliers for:

- expenses that are not Reimbursable Expenses;
- expenses that were not estimated and approved in writing before they were incurred;
- expenses that are not adequately documented in accordance with this Policy; and
- expenses that are not submitted in a timely manner for reimbursement.

This Policy is not exhaustive and does not provide a complete listing of all reimbursable or non-reimbursable expenses. When specific guidelines are not stated, Supplier must adhere to the basic principle of prudence in the use of CenturyLink resources and exercise sound business judgment on behalf of CenturyLink. CenturyLink will not reimburse late fees on delinquent credit card payments.

Questions regarding this Policy should be directed to Cam Nolan, Director Business Support at cam.nolan@centurylink.com.

II. TIMELINESS AND CERTIFICATION

Supplier will submit expenses for reimbursement within 90 days of incurring the expense. By submitting expenses for reimbursement, the Supplier certifies that:

- the Goods and/or Services related to the expenses were received as documented;
- the expenses were incurred on behalf of CenturyLink and for CenturyLink's benefit only;
- the expenses were not previously submitted to CenturyLink or a third party for reimbursement;
- the expenses are classified under the proper accounts (e.g. Lodging, meals, car rental, etc.);
- proper documentation is submitted with the business expense request; and
- the invoice(s) or receipt(s) reflect the actual cost of the applicable Goods or Services.

III. DOCUMENTATION AND RECEIPTS

A. Receipts:

Supplier will submit the following documentation for the category of expense described below prior to payment:

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- Travel. Passenger receipt (air, rail ticket, e-ticket, invoice / itinerary) and a detailed credit card receipt including the name of the traveler and amount of fare, as it applies specifically to international travel below.
- Hotel. Itemized hotel statement with lodging expenses shown separately from other
- Reimbursable Expenses such as meals, parking, internet access, and business center expenses.
- Meals. Receipts, unless Supplier Personnel elects the Per Diem option as described below.
- Car Rental. Rental car agreement receipt.
- Other Expenses. Itemized receipts.

Supplier must retain receipts for all expenses for one year from the date of reimbursement, except for receipts related to expenses for which CenturyLink has reimbursed Supplier on a per diem basis.

Itemized receipts must include the name of the vendor, date, dollar amount and the items purchased.

Credit card statements will not be accepted as a receipt.

Reimbursement of expenses in foreign countries requires both the actual credit card receipt and the credit card bill reflecting the exchange rate utilized. Suppliers must request reimbursement in U.S. dollars.

B. Business Purpose:

Supplier must document the business purpose of all expenses for which Supplier request reimbursement. The explanation must contain sufficient information for a reviewer or approver to understand the business purpose of the expense.

When meal and entertainment expenses are incurred, the Supplier must:

- document the place where the meal or entertainment took place; and
- document the type of meal or entertainment, the persons at the meal, together with their titles and business affiliations, and the business purpose of the meal.

C. Audit and Further Documentation:

CenturyLink may, at its option, audit Supplier's records of or require additional documentation or detail for any expenses for which Supplier requests reimbursement.

IV. PAYMENT OF EXPENSE REIMBURSEMENT

CenturyLink will reimburse the Supplier following receipt of required supporting documentation and approval for reimbursement, as agreed upon in CenturyLink's order or agreement between the parties. Any questionable or undocumented expense will be referred back to the Supplier for further review.

V. TRAVEL EXPENSES

A. Reimbursable Travel

Reimbursable travel should occur only when absolutely necessary, and the number of travelers should be limited to as few as possible. Supplier should combine trips to locations in the same area, whenever possible. Reimbursable travel for meetings should be held to a minimum. When appropriate, the use of audio or video conferencing is recommended as an alternative to travel.

Supplier should not make travel arrangements that are either non-refundable or cannot be credited toward future use in case of a cancellation, without CenturyLink's written approval prior to such arrangements being made. If travel plans are cancelled or postponed, CenturyLink will not reimburse refundable expenses or expenses for which a credit applies towards future use.

B. Air Travel

Supplier is expected to travel coach class in the U.S. and Canada, using the lowest fares available. CenturyLink will not reimburse Supplier for seating upgrades such as those to 1st class, business class, or economy plus on flights within the U.S. and Canada.

Lower airfares may be available with advanced booking. Supplier will book travel at least 21 days in advance unless prevented by circumstances beyond Supplier's control. CenturyLink will not reimburse Supplier for flight change charges unless the change is for valid business reasons or for reasons beyond the Supplier's control. Expenses for Supplier private aircraft are unauthorized for reimbursement.

C. Ground Transportation

Supplier should explore logical alternatives when securing ground transportation, such as taxis, limousine/car service, shuttle bus service and rental cars. Supplier must elect the most cost effective means of transportation that meets the business needs.

All incidents arising from the use of a rental car are the responsibility of the Supplier. CenturyLink requires the purchase of automobile insurance coverage, unless Supplier can produce evidence of alternate sufficient coverage of Supplier liability in case of a car accident.

Supplier must only rent one car per group traveling and must list the names of the individuals who shared the rental car on Supplier expense documentation.

Supplier will refuel cars before returning them. Refueling charges assessed by the rental car company are not Reimbursable Expenses.

D. Personal Vehicle Usage

1. Costs associated with Supplier's use of its vehicles or of vehicles owned or leased by its personnel ("Personal Vehicles") are not Reimbursable Expenses, unless expressly agreed to in advance by CenturyLink with Supplier.

- 2. If approved, mileage reimbursement will be at CenturyLink's then current rate (e.g., 2013 \$0.50 per mile). All Personal Vehicle usage submitted for reimbursement must be adequately substantiated, including date, origin, destination, business purpose and distance traveled to each separate destination.
- 3. Parking and tolls incurred during an out of town trip or when a Supplier is traveling to a work or customer location away from their normal work location may qualify as Reimbursable Expenses. Supplier must use discounted parking facilities where available.

E. Hotel Accommodations

Supplier must make reasonable efforts to stay in CenturyLink preferred hotels and to obtain the best available rate. Supplier should request the CenturyLink rate when making hotel arrangements. Failure to request the CenturyLink preferred hotels may result in payment of higher, non-preferred rates, and could result in non-reimbursement.

F. Meals

CenturyLink will reimburse a Supplier for meal expenses incurred when Supplier personnel are away from home overnight on CenturyLink business under one of two plans:

Option 1 - Actual Reasonable Cost Supplier must use sound judgment in keeping the cost of meals moderate, reflecting rates typical for the area. Tips for meals should normally be 15% and normally no more than 18%.

The daily meal expense, actual cost including tips, in all US cities is not to exceed \$60 per day, except for an \$85 per day limit in the following locations:

New York/New Jersey Chicago

Philadelphia Washington D.C. area

California Seattle

The daily meal expense, actual cost including tips, in all non-US cities is not to exceed \$85 per day.

Option 2 - Per Diem Per diem is paid at the following rate(s) (which include(s) gratuities):

- Breakfast \$8.00
- Lunch \$10.00
- Dinner \$18.00

Reimbursable Expenses do not include meals provided to Supplier by a third party (e.g. a meeting sponsor, hotel, another party, etc.). The cost of snacks between meals is not a Reimbursable Expense. The choice of the plan under which Supplier Personnel will be reimbursed is at the discretion of the Supplier and the selected plan must apply on a per trip basis.

[&]quot;No show" charges are not Reimbursable Expenses.