

CenturyLink has the ability to raise rates and change Services, with notice to Customers in certain instances. See Section 1(E) for applicable terms and conditions.

**CENTURYLINK® PRISM™ TV SERVICES
RESIDENTIAL CUSTOMER AGREEMENT**

The following terms and conditions will govern your use of digital television services, marketed as “Prism™ TV” (whether subscription based or pay-per-view based) and any other services that CenturyTel Broadband Services, LLC (or the applicable CenturyLink operating company providing the Services described in this Agreement in your service area) (“Company”) provides via a digital television platform (collectively, “Services”). This Residential Customer Agreement (“Agreement”) will remain in full force and effect until terminated as provided for in the terms and conditions below. For purposes of this Agreement, the terms “we” or “us” or “our” refer to Company. For purposes of this Agreement, the terms “you” or “your” refer to you, the Services subscriber, including all other members and/or guests of the residential household.

THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH WE WILL PROVIDE SERVICES AND EQUIPMENT TO YOU. You should carefully read all terms in this Agreement, including the Mandatory Arbitration of disputes provision.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICES. SHOULD YOU FAIL TO NOTIFY US IMMEDIATELY OF YOUR NONACCEPTANCE, YOU AGREE THAT THESE TERMS AND CONDITIONS WILL BECOME LEGALLY BINDING UPON YOU. IF YOU ARE A NEW SERVICES CUSTOMER, YOUR ACTIVATION OF A SERVICES ACCOUNT AND RECEIPT OF SERVICES AND EQUIPMENT WILL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT, AND ITS TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU.

1. SERVICES

A. Services Defined. For purposes of this Agreement, Services mean the programming available on Prism TV (whether subscription based or pay-per-view based) and any other services that we may provide via that TV platform to consumers either now or in the future unless otherwise defined in a future agreement.

B. Programming Availability. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action

C. Viewing Restrictions. Services are provided to you for your private home viewing, use and enjoyment. You agree that the Services provided will not be viewed outside of your private residence. You are permitted to exhibit the Services solely in your private residence and not in any other areas. The Services may not be rebroadcast, transmitted, recorded in an unauthorized manner, or performed, nor may admission be charged for listening to or viewing any Services provided by us. If we later determine that you utilized your Equipment (as defined in Section 4 and including any additional set-top box receivers), or sold, leased or otherwise gave possession of the same to a third party whom you knew or reasonably should have known intended to use such Equipment to permit the viewing of the Services in a commercial establishment or any other area open to the public, we may terminate the Services and in addition to all other applicable fees, you agree to pay us the difference between the price actually paid for the Services and the full commercial rate for such Services, regardless of whether we have or had the commercial rights to such Services. The payment of that amount and/or the termination of Services will not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise. **In our sole discretion and without liability to you, we may place restrictions on use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of this Agreement.**

D. Additional Set-Top Box Receivers. To independently tune additional televisions within your residential premises, a separate tuner is required for each television. The Service includes a modem and one (1) set-top box receiver or such a number necessary to deliver the Services. Each additional set-top box receiver would be authorized to receive the same Services as your initial set-top box receiver. We will charge you an additional set-top box receiver monthly fee for each additional set-top box receiver added to your account. If you desire to receive Services at multiple residences (including multiple residences within your dwelling), you must open a separate account for each residence. You agree that you will not directly or indirectly use a single account for the purpose of authorizing Services for multiple set-top box receivers that are not all located in the same residence. If we later determine that you have violated the terms of this section, we may terminate your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each set-top box receiver on the account, whether owned by you or not. The payment of that amount and/or the termination of Services will not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.

E. Changes in Services or this Agreement. We reserve the right to change the terms of this Agreement, the Services, and our prices or fees related to the Services at any time. If the change is material, we will provide you written notice of the change and its effective date. The notice may be provided on your billing statement or by other, reasonable method of notice at our sole discretion, which may include bill inserts, separate mailings to you, email notification, recorded announcement, or posting of changes to terms and conditions, which terms and conditions are accessible through <http://www.centurylink.com/Pages/AboutUs/Legal> We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation. We will not provide notice to you regarding price decreases or the expiration of promotional pricing, offers, and terms. Changes will become effective on the date described in any notice. In the event of a change in the contents of any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement the programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree you will not be entitled to any refund because of a change in the contents of any programming, programming packages, or other Services previously offered. **Your continued use of the Services after any change constitutes your acceptance of any such changes in Services, prices, terms, or conditions, and the revised Agreement. Your sole remedy for any material changes made by us is your right to cancel the affected Service or terminate this Agreement**

F. Repair of Services. You agree to contact us for any technical and other customer support issues through the toll free numbers provided to you during installation of the Services and Equipment.

G. Permission to Install Services and Equipment; Access; Site Preparation. You represent and warrant that you have all rights necessary to authorize our installation and support of the Services and Equipment, including the approval to install and provide the Services and Equipment from any landlord or property owner other than you. You will provide access to us upon our request during all hours consistent with the requirements of installation, repair and provision of Services, and you further grant to us and our subcontractors the limited right to come onto your property in your absence and without your prior consent in order to perform maintenance on our facilities located outside or on the exterior of your residence. You will obtain any approvals, licenses, or permits, if necessary, prior to our installation of the Services and Equipment. You will prepare your site(s) to comply with Equipment manufacturer's or our installation and maintenance specifications. You warrant that your premises are free of asbestos (whether encapsulated or exposed) and other hazardous materials as defined by federal or state law. If this warranty cannot be made prior to installing Services or Equipment, we will, in addition to any other legal or equitable remedies, (a) decline to make any Service or Equipment installations in areas known or suspected of containing hazardous materials; or (b) unilaterally make an adjustment to the purchase price to reflect any increased costs for performance because of known or suspected hazardous materials on the premises.

H. Physical Address. When setting up your Services account, you agree to provide us with the physical street address where the Equipment will be located, and the physical street address that will

constitute your billing address. A post office box does not constitute a physical address and is not sufficient to meet this requirement.

2. BILLING

A. Charges. We will bill you for Services on a monthly basis based on current prices and charges provided to you or posted to <http://www.centurylink.com>, and listed in any written information that we send to you. In the event of conflict among these prices and charges, the most-current prices and charges govern. You agree to pay these charges and also, if applicable, any activation fees, installation charges (including charges related to unique installation requirements at your location or residence), Equipment charges, connection charges, usage charges, monthly fees, monthly minimums, other fees, surcharges, taxes and federal, state and local government or quasi-government imposed or permitted charges. 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, franchise fees, surcharges, assessments, and other fees that are related to the Services or Equipment and included on your invoice or bill, unless you are exempt from these payments and provide documentary evidence of such exemption to us. Upon the cancellation or termination of Services for any reason prior to the end of a billing cycle, we will charge you the pro-rated monthly recurring charges for Services during the billing cycle (along with all applicable nonrecurring charges, taxes, franchise fees, surcharges, and other fees).

B. Billing. Monthly recurring charges (“MRCs”) for your Services begin accruing when the Services are available for your use. You may be invoiced a prorated portion of any MRCs in the initial month of service. MRCs may be billed in arrears or in advance, depending on the Services, while monthly usage charges are generally billed in arrears. If your monthly charges net to \$0, you may not be mailed a paper invoice. Invoice information will remain available in your account information located at <http://www.centurylink.com> or by calling us at the customer service number listed on your invoice, and an additional fee may be charged for invoice reprints.

C. Payment. You must pay all charges applicable to your Services, including all applicable taxes, fees, activation fees, and surcharges, in U.S. currency. Your payment due date will be set forth on your invoice. We may charge you late payment fees or interest on those charges equal to the maximum rate allowed by law for all late payments. The interest 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. 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 payment (even those marked, “PAID IN FULL”) and late payment charges will not constitute waiver of any of our rights to collect the full amount due under this Agreement.

D. Disputed Charges. Except as otherwise provided by applicable law, disputes concerning any charges invoiced must be raised within 30 days of the invoice date. You accept all charges not disputed within 30 days. Company and its customers waive all rights of subrogation against each other in connection with Services. To dispute a charge on your invoice, you must follow the dispute procedures in this Agreement.

E. Credit Check; Deposits; Credit Limits. Our provision of Services to you is subject to our approval of your credit. You give us permission to check and verify your credit as needed in our sole discretion. If we determine you are a credit risk at any time during your Service period with us, we may require that you submit a deposit or make an advance payment to us in a reasonable amount that we determine, including specific, additional deposits for Equipment. If you fail to pay for Services when due, we may, without providing notice to you, apply your deposit or advance payment to the amount owed. If you refuse to make a deposit or advance payment or otherwise establish credit as provided by applicable state law, we reserve the right to refuse to provide you Service. As we determine in our sole discretion and to the extent permitted by applicable law, we may set a credit limit on your account at any time. We may restrict the Services to which you have access if you exceed this credit limit. Once you establish and maintain a sufficient credit history with us, we may, in our sole discretion, return all or part of your

deposits back to you in the manner we prescribe. Our deposit return policy related to Equipment only is described in Section 4 of this Agreement.

F. Early Termination Fee. If you signed up for a plan that required you to agree to a term commitment for Services, you hereby agree to pay for the service for that term (“Term Plan”). Your Term Plan begins on the installation date. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Services plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR SERVICES UNDER A TERM PLAN ARE TERMINATED BY YOU OR BY US BEFORE COMPLETING THAT TERM PLAN, THEN YOU AGREE TO PAY COMPANY THE FOLLOWING EARLY TERMINATION FEE: either (a) an amount equal to \$10 multiplied by the number of months remaining in the then-current term commitment, or (b) such other amount as may be identified to you in a promotional offer (each an “Early Termination Fee”). The Early Termination Fee described in this section represents our reasonable liquidated damages and is not a penalty.

3. CANCELLATION OF SERVICE

A. Services Provided Month-to-Month or Under a Term Commitment. We provide Services and Equipment on either a month-to-month basis or under a term commitment. “For Services and Equipment offered on a month-to-month basis or under a Term Plan, this Agreement applies until either party terminates Services or the Term Plan expires. If you continue to purchase Services and Equipment on a month-to-month basis after completion of the applicable Term Plan, this Agreement will continue to apply to such Services and Equipment.

B. General Right to Cancel Services. We or you have the right to cancel the Services for any reason at any time by notifying the other, including by providing written notice to the other as described in Section 9(A) of this Agreement. But the method by which you may terminate Services depends on whether you are terminating Services only or all or a portion of Company services (including Services). If you are terminating Services only, you must return the Equipment by following the process described in Section 4 of this Agreement. You cannot terminate Services only via any other method. If you are terminating all or a portion of Company services (including Services), you may terminate either by (1) returning the Equipment to a Company retail store and requesting termination at that time, or (2) calling the provided Company customer service number and terminating such services (including Services). Please note that using method (2) above to terminate services (including Services) does not change your obligation, as described in Section 4, to return Equipment to Company or require Company to return any Equipment deposits to you until the Equipment is returned to us. In all instances, we reserve the right to assess you the Early Termination Fee, when applicable, as described in this Agreement.

C. Company’s Right to Cancel Services. We have the right to terminate your Services at any time without providing notice to you if: (1) you fail to pay your bill in full when it is due; (2) we receive confirmation that you have received the Services, or any part of the Services, without paying for them; or (3) you otherwise violate the terms of this Agreement. In all instances, we reserve the right to assess you the Early Termination Fee, when applicable, as described in this Agreement.

D. Payment Responsibilities after Cancellation of Service. If your Service is cancelled for any reason, you are still responsible for payment of all outstanding balances accrued, including any applicable taxes, franchise fees, other fees, and surcharges. You are also responsible for the Early Termination Fee described in Section 2 above, if applicable.

E. Force Majeure. We will not be responsible for any delay, interruption, or other failure to perform under the Agreement due to acts beyond our control. Force majeure events include, but are not limited to: 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, a local exchange carrier’s activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond our reasonable control.

4. EQUIPMENT

A. Installation. In order for you to receive the Services, it will be necessary for us to install certain reception equipment consisting primarily of a modem, one set-top box receiver per TV installed, and any software (collectively, "Equipment"). The standard installation includes up to 4 set-top boxes per customer account during the initial installation meeting. Additional installation charges will be assessed for each set-top box beyond the initial 4 set-top boxes installed during the initial installation meeting.

Additional installation charges also will be assessed for each set top box installed during subsequent installation meetings. A maximum of 8 set-top boxes may be placed on a single customer account. You will provide reasonable cooperation to enable us or our agents to install or repair the Equipment. The set-top box receiver is configured with digital rights management capability designed to prevent unauthorized duplication of copyrighted material. Tampering or other unauthorized modification to the set-top box receiver or the digital rights management capability is strictly prohibited and may result in, and subject you to, legal action.

B. Software. We reserve the right to alter software in your set-top box receiver through periodic downloads. We will use commercially reasonable efforts to schedule these downloads in a manner that results in the least amount of interference with or interruption of your Services.

C. Set-Top Box Receiver. Your set-top box receiver contains certain components and software which are proprietary to us or our suppliers. If you subscribe to DVR service, only one set top box receiver contains a DVR hard drive. You agree that you will not try to reverse-engineer, decompile or disassemble any software or hardware contained within your set-top box receiver or modem. Such actions are strictly prohibited and may result in the termination of your Services and/or legal action.

D. Loss of Equipment. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Service Center immediately, but in any event, not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of the Equipment. You will not be liable for unauthorized use that occurs after the date upon which we have received your timely notification.

E. Equipment Ownership. Equipment will at all times remain our sole and exclusive property and we will have the right, at our discretion, to replace it with new or reconditioned equipment and to remove the Equipment upon cancellation or termination of Services. None of the Equipment will be deemed fixtures or part of your realty. Our ownership of the Equipment may be displayed by notice contained on the Equipment. You will have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any work related to Equipment that we perform, including reinstallation, return of, or change in location of the Equipment, will be at the service rates in effect at the time of service. You will not attach any electrical or other devices to or otherwise alter the Equipment without our prior written consent. We have the right to make such filings as are necessary to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as are necessary for us to make such filings.

F. Equipment Return following Service Cancellation or Termination; Return of Equipment Deposits. Upon cancellation or termination of Services for any reason, Equipment must be returned to us as described below.

(1) **Equipment Return:** You must return all Equipment to Company either (a) via direct return to the retail store (if Company advises you this option is available in your area); or (b) via a Company-designated delivery service. For return via delivery service, Company will send to your residence a box and a shipping label. Please put your equipment inside the box and place the shipping label on the outside of the box. You can drop the box at the designated delivery service location in your area. You can also call the designated delivery service and make arrangements for them to pick up the box. You will be responsible for charges related to the pickup of the box.

(2) **Applicable Charges.** Equipment that is not returned to us, Equipment that is returned later than 30 days following Service cancellation or termination or such other date specified by CenturyLink, or 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 Equipment is damaged. We will apply the charges described in this section, and any additional, applicable charges, if Equipment is returned in a damaged condition.

(3) **Deposit Return.** If you provided a deposit for the Equipment, and we have not already returned it to you, and you are terminating all or a combination of Company services (including Services), we will return the deposit to you via invoice credit for the undamaged Equipment you actually return to the Company via the process specified in sections (1) and (2) above. If you provided a deposit for the Equipment, and we have not returned it to you, and you are terminating only Services, you must request (in writing or verbally to an authorized Company representative) that we refund the Equipment deposit to you. If you make such request, we will return the deposit to you via invoice credit for the undamaged Equipment you actually return via the process specified in sections (1) and (2) above. We reserve the right to determine, in our sole discretion, whether Equipment is damaged. We will not return deposits for damaged Equipment.

G. Damage to Equipment. You will notify us promptly by providing written notice to CenturyLink as described in Section 9(A) of this Agreement of any defect in, damage to, or accident involving the Equipment. All maintenance and repair of the Equipment will be performed by us or our designees. We may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment. You are responsible for damage to the Equipment and Services located on your premises, excluding reasonable wear and tear or damage that we directly cause.

H. Software License Agreements. To utilize any licensed software associated with the Services or Equipment, you must agree to applicable software license agreements governing such software from our software vendors. If you decline, you will not be able to use the Services or Equipment. All software license agreements are between you and our software vendors. We have no obligations or responsibility for such software. Your sole rights and obligations related to such software, in any way, are governed by the terms of your software license agreements with our vendors. You are responsible for any software not provided by our software vendors, including installation, operation, and maintenance. If any of your software impairs the Services, Equipment, or any of our products or services, we may suspend or disconnect the Services in our sole discretion, and you will immediately cure the problem upon notice. You also will continue to pay us for Services during any such impairment or Service suspension. Company and our software vendors have no liability if changes in Services or Equipment causes any of equipment or software you have provided to become obsolete, require alteration, or perform at lower levels.

I. Electrical Wiring. You are responsible, at your expense, for all ground wire connections at your premises. You will also ensure availability of a separate electric source, circuits and power with suitable outlets. You will pay the cost of electricians or conduit, if required.

J. Proper Use. You will properly use Equipment and will not, nor will you permit or assist others to, use Equipment for any purpose other than its intended purpose, fail to maintain a suitable environment according to the manufacturer's specifications, or tamper with Equipment. If you fail to comply, you will release us from our performance and liability obligations (including any warranty or indemnity obligations) to you and you will pay us all costs or damages we incur as a result of your breach.

K. Non-Company Equipment. You are solely responsible for the compatibility and non-infringing use of any equipment not acquired from us that you add to, or otherwise used in conjunction with Equipment we provide. Your use or combination of non-compatible or infringing equipment will, at our option, void any remaining warranty as to any item we provide that is adversely affected.

5. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT; VACATION SERVICES.

A. Transfer and Assignment. We may sell, assign or transfer your account to a third party without notice to you. You may not assign or transfer your Services without our written consent.

B. Vacation Service. We offer a vacation option for Services. You must contact Company customer service and request to activate this option. We will keep the vacation option on your account until you notify us, up to a maximum of 6 months from the date that we activate the vacation option. Under the vacation option, no Service will be available. But all Services will remain on your account and we will invoice you for the current monthly recurring charge for Services under the vacation option. We will not invoice you for Service features during the vacation period, but all applicable taxes, fees, and surcharges will continue to be assessed while you are on the vacation option.

6. LIMITATIONS OF LIABILITY

A. Disclaimer of Warranties. COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR ANY DELAY OR FAILURE TO PERFORM. COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT. COMPANY PROVIDES ALL EQUIPMENT AND SERVICES "AS IS" AND MAKE NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING OUR EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

B. Direct Damages. Company is not liable for any damages arising out of or in connection with any: (i) act or omission by you, or another person or company; (ii) provision or failure to provide Services, including deficiencies or problems with any Equipment used in connection with the Services, our networks or Services (for example, transmission failures, interruptions in Service, etc.); (iii) content or information accessed while using our Services or Equipment; or (iv) interruption or failure in accessing or attempting to access Services or information through your use of the Services, including any failures caused by Equipment. IF, FOR ANY REASON, COMPANY IS FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OR EQUIPMENT OBTAINED THROUGH COMPANY AND IF THIS LIMITATION IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE PRO-RATED MONTHLY RECURRING CHARGES FOR THE AFFECTED SERVICES DURING THE AFFECTED PERIOD.

C. NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES IS COMPANY LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICES, 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 Company, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all claims, damages, losses, or liabilities, including reasonable attorneys' fees, arising from or relating to any Services or Equipment, or any act or omission by you related to any Services or any person you authorize or permit to use any Services or Equipment, including incorrect or misleading information, libel, slander, invasion of privacy, identity theft, intellectual property infringement, and any defective Services or Equipment.

E. Infringements. You understand that you may be held liable under both civil and criminal law for infringements of the intellectual property rights of others, including liability for damages, fees, attorney's fees, and criminal liability including fines and imprisonment.

F. Other Users. It is your responsibility to impose any restrictions on viewing by you, other members of your household, or guests, and we will have no liability to anyone due to or based on the content of any of the Services furnished to you.

G. Survival. All provisions of these limitations of liability section will survive and continue to apply after this Agreement is canceled or terminates.

7. WARNING AGAINST PIRACY. It is a violation of federal and state laws to receive any Services, or any portion of such Services, without paying for them.

8. DISPUTE RESOLUTION

A. Dispute Process. If you have a dispute with us relating to any matter, you agree to first notify customer service at the number listed on your invoice or to write us at 5454 W. 110th Street, Overland Park, KS 66211, Attn: Senior Assistant General Counsel, Commercial Law, in an attempt to resolve your dispute. You must describe your dispute with specificity and provide us with any supporting documentation. If we have a dispute with you, we will notify you in writing sent to your billing address in an attempt to resolve the dispute. If after following this process, either party is unable to resolve its dispute within 60 days of notifying the other party, either party may take the dispute to small claims court, if appropriate under applicable state or local rules or laws. Alternatively, either party may pursue the dispute only as set forth below.

B. MANDATORY ARBITRATION OF DISPUTES. INSTEAD OF SUING IN COURT, YOU AND COMPANY AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND (“CLAIMS”) AGAINST EACH OTHER. THIS INCLUDES BUT IS NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS CLAIMS ARISING OUT OF OR RELATING TO COMPANY’S SERVICES, BILLING OR ADVERTISING, OR ARISING OUT OF OR RELATING TO EQUIPMENT YOU OR COMPANY MAY USE IN CONNECTION WITH COMPANY’S SERVICES. THE REQUIREMENT TO ARBITRATE APPLIES EVEN IF A CLAIM ARISES AFTER YOUR SERVICES HAVE TERMINATED; APPLIES TO ALL CLAIMS YOU MAY BRING AGAINST COMPANY’S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES; AND APPLIES TO ALL CLAIMS THAT COMPANY MAY BRING AGAINST YOU. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, APPLIES TO THIS AGREEMENT RELATED TO DISPUTE RESOLUTION AND GOVERNS ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR COMPANY FROM BRINGING APPROPRIATE CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION, OR BEFORE THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION.

YOU AND COMPANY FURTHER AGREE THAT NEITHER COMPANY 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 COMPANY 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 ACCEPT OR DETERMINE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. THIS PARAGRAPH AND EACH OF ITS PROVISIONS ARE INTEGRAL TO, AND NOT SEVERABLE FROM, THIS SECTION ON MANDATORY ARBITRATION OF DISPUTES.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with and the arbitrator will be selected according to the rules of the CPR Institute for Dispute Resolution (“CPR”) and 9 U.S.C. Sec. 1, et. seq. We agree to act in good faith in selecting an arbitrator. Except as expressly provided in the preceding paragraph, the arbitration will be conducted by and under the then-applicable rules of CPR and United States Code, wherever the arbitration is filed or, if the arbitrator is chosen by mutual agreement of the parties, the then-applicable rules of CPR will apply unless the parties

agree otherwise. All expedited procedures prescribed by the applicable rules will apply. We agree to pay our respective arbitration costs, except as otherwise required by rules of CPR, as applicable, but the arbitrator can apportion these costs as appropriate. The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction.

IF FOR ANY REASON, THE ABOVE PROVISIONS ON ARBITRATION ARE HELD UNENFORCEABLE OR ARE FOUND NOT TO APPLY TO A CLAIM, YOU AND COMPANY AGREE TO WAIVE TRIAL BY JURY. 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.

Except as expressly provided above, if any portion of this Mandatory Arbitration of Disputes section is determined to be invalid or unenforceable, the remainder of the section remains in full force and effect.

9. MISCELLANEOUS

A. Notice Methods. If we send you a notice, it will be considered given when deposited in the U.S. Mail, addressed to you at your billing address or hand-delivered to you. Our notice to you will also be effective if provided on your billing statement or by telephone. If you give a notice to us, it will be deemed given when received at 5454 W. 110th Street, Overland Park, KS 66211, Attn: Vice President, Commercial Law.

B. Applicable Policies. You agree to comply with the Company Acceptable Use policy and Privacy Policy, posted to <http://www.centurylink.com> and incorporated by this reference, when you use Services. If you do not agree with the terms of these policies, do not purchase or use Services.

C. Applicable Law. This Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal law, the rules and regulations of the Federal Communications Commission, and the laws and regulations of the state and local area where Service is provided. The terms and conditions of this Agreement are subject to amendment, modification or termination if required by such regulations or laws. 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.

D. Not for Resale. The resale of the Services or any other associated services by any and all means is strictly prohibited unless we approve in advance in writing.

E. 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 Company and you, and the written or oral statements of any salesperson, installer, customer service representative, authorized retailer, or other individual does not change the terms of 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. If either you or Company 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.