

## PROCUREMENT STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS:

**1.1 "Affiliate"** means an entity, directly or indirectly, Controlling, Controlled by or under common Control with a party, or any such entity that is subsequently divested.

**1.2 "CenturyLink"** means CenturyTel Service Group, LLC or, alternatively, the CenturyLink Affiliate named in the Order.

**1.3 "CenturyLink Confidential Information"** means all information relating to the Order. CenturyLink Confidential Information does not include information that is: (i) rightfully known by Supplier before negotiations leading to the Order; (ii) independently developed by Supplier without use of the CenturyLink Confidential Information; (iii) part of the public domain or (iv) is lawfully obtained by Supplier from a third party without any confidentiality violation.

**1.4 "Control"** means direct or indirect ownership of greater than 50% of: (a) the shares entitled to vote for the election of the board of directors or other governing body of a corporation, and (b) the equity interest of any other entity.

**1.5 "Customer"** means a buyer or user of or subscriber to one or more services or products offered by CenturyLink or a CenturyLink Affiliate.

**1.6 "Documentation"** means information necessary for the use of Purchases.

**1.7 "Non-Waivable Terms"** means the Sections titled "Representations and Warranties"; "Confidential Information"; "Indemnification and Insurance"; "Work Product; Licensing"; "Limitation of Liability", and "Dispute Resolution."

**1.8 "Order"** means the purchase or task order issued by CenturyLink and accepted by Supplier.

**1.9 "Purchases"** means, collectively or individually, the products or services purchased, or software licensed, pursuant to an Order.

**1.10 "Specific Terms and Conditions"** means any additional terms which are incorporated by reference in these Procurement Standard Terms and Conditions, in the Order or on the Supplier Portal.

**1.11 "Specifications"** means the Terms, the Order, any Documentation, written materials of Supplier for the Purchases, and industry standards.

**1.12 "Supplier"** means the person or entity to which an Order is issued and any of its Affiliates that provide Purchases.

**1.13 "Supplier Employees"** means Supplier's W-2 employees, who perform services, act on Supplier's behalf or are paid by Supplier in connection with an Order.

**1.14 "Supplier Personnel"** means Supplier Employees, subcontractors or agents who perform services, act on Supplier's behalf or are paid by Supplier in connection with the Agreement.

**1.15 "Supplier Portal"** means the following URL or such other URL as CenturyLink designates from time to time: <http://www.centurylink.com/Pages/AboutUs/CompanyInformation/DoingBusiness/>

**1.16 "Terms"** means these Procurement Standard Terms and Conditions.

### 2. APPLICATION; CONFLICTS:

**2.1 Application:** These Terms apply if: (a) Supplier accepts an Order from CenturyLink, or ships or provides Purchases; and (b) no executed master agreement is in effect between CenturyLink and Supplier. If a master agreement is in effect between the parties, the master agreement applies to the Order in lieu of these Terms. Except for terms expressly agreed to in writing and signed by a CenturyLink representative, any terms that conflict with or are not consistent with the Terms are not valid.

**2.2 Conflicts:** If a conflict exists between the Order, these Terms, and any other documents related to the Purchases, the order of precedence is: (1) the Non-Waivable Terms; (2) the Order; (3) if applicable, Specific Terms and Conditions; (4) these Terms; and (5) other documents attached to the Order. Any other forms or terms related to the Order, including any terms on Supplier's website, product schedule, "shrink-wrap" or "click wrap" agreement or other pre-printed or boilerplate terms will have no force or effect.

### 3. ORDERS; INVOICING:

**3.1 Prices; Acceptance:** Each Order will separately state (a) all applicable charges and taxes, and (b) all applicable charges for shipment and transportation. Supplier will accept or reject all Orders within 24 hours of receipt from CenturyLink.

**3.2 Shipment:** Unless otherwise specified in the Order, Supplier will pack, mark, label, document and ship Purchases to the location specified in the applicable Order in accordance with the CenturyLink Shipping Manual which

is located on the Supplier Portal and is incorporated herein by this reference. Supplier will refer to the most current version of the CenturyLink Shipping Guide at the time of each shipment. Unless otherwise indicated, Supplier will ship Purchases using ground transportation and CenturyLink will pay the reasonable shipping costs. Title to the Purchases and risk of loss or damage will transfer to CenturyLink on the earlier of (i) delivery to CenturyLink's designated carrier, (ii) CenturyLink taking possession at Supplier's facility, or (iii) Supplier's delivery to CenturyLink's designated location, if permitted under the Order.

**3.3 Modifications:** CenturyLink may modify or cancel any Order prior to acceptance without penalty. After Supplier's acceptance, CenturyLink may, without penalty: (a) delay any or all Purchases prior to delivery, or (b) with at least 5 days written notice, modify or cancel any or all Purchases. No change, amendment or modification of the Order will be effective unless in writing by means of a CenturyLink Order change order.

**3.4 CenturyLink Order and Invoicing Procedures:** Supplier will comply with all applicable CenturyLink order and invoice procedures, including requirements related to submitting notices and invoices.

**3.5 Issuance of Invoices:** Except as provided in these Terms or unless specified otherwise in an Order, Supplier will invoice CenturyLink upon CenturyLink's acceptance of Purchases.

**3.6 Invoice Content, Taxes:** Each invoice will contain an itemized description of the Purchases and will separately state (a) all applicable charges and taxes and (b) all applicable charges for shipment and transportation. Supplier will list the Order number on any invoice it submits for payment. Supplier will be responsible for applicable sales and use taxes for the Purchases for which CenturyLink has not provided Supplier with an exemption certificate. Supplier will separately state all sales and use taxes and all taxable and non-taxable charges on all invoices issued to CenturyLink. CenturyLink will not be responsible for any taxes imposed on Supplier arising from Supplier's consumption of goods and services. Supplier is responsible for all other taxes, duties and fees.

**3.7 Payment Due Date:** CenturyLink will pay undisputed invoices in U.S. dollars within 60 days of receipt of a proper invoice. CenturyLink will pay disputed amounts, if owed, within 60 days of resolution of a dispute.

CenturyLink has the right to offset any amount owed by Supplier to CenturyLink or any CenturyLink affiliate under the Order or any other agreement against any amount owed by CenturyLink or any CenturyLink affiliate to Supplier.

**4. ACCEPTANCE:** Unless otherwise specified in an Order, CenturyLink will give notice of rejection or be deemed to accept: (a) services within 45 days after Supplier's notice of completion, (b) products and software within 60 days after Supplier's notice of (i) installation, if Supplier performs the installation, or (ii) delivery, if Supplier does not perform the installation. Supplier will, at its expense, repair, re-perform or replace the Purchases, as applicable until CenturyLink accepts or finally rejects the Purchases. If CenturyLink accepts any Purchases that contain a defect or nonconformity not apparent on examination, CenturyLink may revoke acceptance. If CenturyLink finally rejects or revokes acceptance, Supplier will refund all amounts paid by CenturyLink for the Purchases. CenturyLink may test or inspect all Purchases delivered, but CenturyLink's inspection, testing or payment (or lack of inspection, testing or payment) is not deemed acceptance of Purchases or a waiver of any right or warranty and does not preclude CenturyLink from rejecting defective Purchases that do not meet CenturyLink's specifications. Substitute goods or services are not permitted without CenturyLink's authorization.

### 5. REPRESENTATIONS AND WARRANTIES:

Supplier represents and warrants that:

**(a)** Supplier has all requisite ownership, rights and licenses to perform fully its obligations arising in connection with the Order and to grant to CenturyLink all rights to the Purchases, including good and marketable title for tangible products, free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

**(b)** Purchases will: (i) conform with all Specifications; and (ii) be free from deficiencies and defects in materials, workmanship, design and performance;

**(c)** Purchases that involve services will be performed in a professional and workmanlike manner;

**(d)** Purchases, and use of the Purchases, as permitted under the Order, will not infringe, violate, or misappropriate any intellectual property or proprietary right of any third party;

(e) Supplier will, at its expense, promptly correct replace or refund all amounts paid by CenturyLink for non-conforming Purchases; and

(f) The software or data included in the Purchases will not contain any software viruses or other malicious computer instructions designed to damage, disable or shut down a computer system or any component of a computer system, including security features or data.

(g) Supplier will not incorporate, contribute, or combine any "open-source" software with any Purchases without CenturyLink's consent. "Open-source" software means any software that requires as a condition of use, modification or distribution that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) redistributable at no charge.

#### **6. CONFIDENTIAL INFORMATION:**

Supplier may use and copy the CenturyLink Confidential Information only for the purpose of performing its obligations under the Order. Copies Supplier makes of CenturyLink Confidential Information must contain the same confidential or proprietary notices or legends as the original. Supplier will not disclose CenturyLink Confidential Information to any third party without CenturyLink's prior written consent. Supplier will protect CenturyLink Confidential Information with the same degree of care as it uses to protect its own information of like importance, but not less than reasonable care. Supplier will comply with CenturyLink's Information Security Requirements and Privacy Requirements located at Supplier Portal which are incorporated herein by this reference. Upon cessation of work, or upon request, Supplier agrees to promptly return all documents and other materials that contain or relate to CenturyLink Confidential Information.

#### **7. CENTURYLINK PROPERTY:**

Any items furnished by CenturyLink to Supplier under the Order are and remain the property of CenturyLink. While in Supplier's possession or control, Supplier will use these items only for performance of the Order, maintain them in good condition (ordinary wear and tear excepted), and bear the risk of loss.

#### **8. INDEPENDENT CONTRACTORS; SUBCONTRACTING:**

**8.1 Independent Contractor:** Supplier is an independent contractor and not an agent or employee of CenturyLink. Supplier is solely responsible for paying wages, taxes, salaries, benefits and any other compensation to or claims by employees. The Order does not create a partnership, joint venture or similar relationship.

**8.2 Subcontracting:** Unless otherwise approved by CenturyLink in writing, Supplier will not subcontract any portion of services and will perform the services using Supplier Employees. Notwithstanding CenturyLink's approval of a subcontractor, Supplier will remain fully liable for the work performed and for the acts or omissions of any subcontractor. If CenturyLink approves Supplier's use of subcontractors, Supplier will contractually require the subcontractor to use only W-2 employees on CenturyLink engagements, carry the same insurance required of the Supplier, and agree to the same terms as those in these Terms, including the section titled "Affordable Care Act." Supplier must notify CenturyLink of subcontractor's use of CenturyLink former employees providing Services under this Agreement.

**8.3 Safety and Health:** Supplier is solely responsible for the safety and health of Supplier Personnel. Supplier will (a) immediately report to CenturyLink any accidents, injuries or property damage, and (b) provide CenturyLink with copies of any safety, health or accident reports that it files with any third party. CenturyLink reserves the right to request additional documentation of Supplier's safety record and safety programs.

#### **9. INDEMNIFICATION AND INSURANCE:**

**9.1 IP Indemnification:** Supplier will indemnify and defend CenturyLink, and its respective customers, officers, directors, employees, and agents against any demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) incurred by CenturyLink or any indemnities related to any claim that Purchases, or the use of Purchases, infringe, violate or misappropriate, either directly or indirectly, any intellectual property or proprietary right of any third party. If an injunction affecting the Purchases or CenturyLink's use of any Purchases is issued or if Supplier determines that an injunction affecting the Purchases or CenturyLink's use of any Purchases is likely to issue, Supplier will promptly, at its expense, either (a) obtain the right for CenturyLink to use the Purchases, (b) replace or modify

them with non-infringing Purchases of equivalent functionality, or (c) refund the amounts paid for the Purchases and reimburse CenturyLink for all reasonable expenses for removal and replacement of the Purchases.

**9.2 General Indemnification:** Supplier will defend, indemnify and hold harmless CenturyLink, CenturyLink affiliates, and their respective customers, officers, directors, employees, and agents against any claim, demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) brought against any CenturyLink indemnitee resulting from (i) a breach of any warranty, representation or any other obligation expressly set forth in these Terms; (ii) any act or omission of Supplier under the Order, including injury to persons and loss of, or damage to, tangible and intangible property, (iii) any Purchases provided by Supplier under or related to the Order, including without limitation product liability claims, or (iv) the inaccuracy of any warranty or representation made by Supplier.

**9.3 Insurance:** Unless otherwise set forth on the front of the Order, throughout its performance under the Order, Supplier agrees to maintain the following insurance:

(a) Workers' Compensation insurance ("WC") or similar Industrial insurance in accordance with statutory requirements applicable in each state or country which the work is to be performed and Employer's Liability or "Stop Gap" insurance with limits not less than \$1,000,000 each accident;

(b) Commercial General Liability/Third Party Liability insurance (Public Liability insurance) ("Third Party (General) Liability") with limits of not less than \$1,000,000, including CenturyLink as additional insured;

(c) Commercial Auto liability insurance ("Auto") (if vehicles are used in the performance of the work) with limits of not less than \$1,000,000

(d) Errors & Omissions Liability/Professional Indemnity ("E&O") - If Supplier provides any consulting or professional services, design services or software development, installation, or support, either for CenturyLink use or for resale to CenturyLink customers, E&O insurance covering acts, errors and omissions arising out of Supplier's operations or services with limits of not less than \$1,000,000 per claim and, if applicable, coverage will include loss arising from unauthorized access or use that results in identity theft or fraud. Coverage must be written on a worldwide territory; and

(e) If the Supplier (i) has access to CenturyLink customer accounts or customer information, (ii) accepts payment from third parties for CenturyLink products and services, or (iii) has access to CenturyLink or CenturyLink customer premises, Supplier will provide Employee Dishonesty insurance ("Crime") or a Fidelity Bond covering all loss for which Supplier is legally liable in an amount not less than \$1,000,000. Supplier will furnish CenturyLink a certificate of insurance or other commercially acceptable evidence providing the required coverage. CenturyLink may at any time require additional coverage and insurance limits greater than those required above.

#### **10. WORK PRODUCT; LICENSING:**

**10.1 Ownership:** Any Purchases, works of authorship, ideas, designs, creations, and deliverables purchased by CenturyLink under an Order that are specifically made for CenturyLink, will be considered a work made for hire for CenturyLink. Supplier will promptly disclose and hereby assigns to CenturyLink any and all intellectual property generated, conceived or developed under an Order including but not limited to all patent rights, copyright rights, mask work rights, trade secret rights and other intellectual property and proprietary rights in the Purchases, works of authorship and deliverables developed by Supplier under an Order. At no additional charge to CenturyLink, Supplier will provide reasonable assistance to CenturyLink to secure intellectual property protection, including but not limited to, assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection or protection of title. Supplier will pay its employees any compensation due in connection with the assignment of any intellectual property or invention. Supplier warrants to CenturyLink that Supplier's employees are subject to agreements that will secure CenturyLink's rights under this Section.

#### **10.2 Software Licensing; Previously Developed IP; Enhancements:**

For software, Documentation and intellectual property provided under an Order but not specifically made for CenturyLink or owned by CenturyLink as work made for hire, Supplier hereby grants to CenturyLink and its Affiliates a fully paid-up, worldwide, perpetual license to (a) install, display, perform, use, modify, reproduce, execute, distribute and create derivative works of the software, on any one or more machines and at any one or more

locations, and in any number of production and non-production instances; and (b) use all intellectual property rights necessary to use the Software as authorized in subparagraph (a). This license grant applies to and includes, without limitation, CenturyLink's and CenturyLink's Affiliates' third party contractors and agents, and the right to use the software for and in connection with Transition Services (as defined below) and the provision of managed services, webhosting services and application service provider and application infrastructure provider services by CenturyLink or its Affiliates to any non-affiliate. "Transition Services" means services provided in connection with any acquisition or disposition of any Affiliate, business unit or asset(s) of CenturyLink or any CenturyLink Affiliate. CenturyLink and its Affiliates may allow third parties, including customers, contractors, or the public, to use the software, including in connection with data generated, tracked, collected, purchased, queried, input or otherwise acquired by CenturyLink and/or any of its Affiliates. These Terms apply to all software provided by Supplier regardless of the form of delivery and supersede all click wrap, shrink wrap, and other license terms included with the Software or in any Supplier forms or Documentation. Supplier will promptly deliver any enhancements, including modifications, revisions, corrections, updates to any software that Supplier generally makes available to its customers, including all related Documentation.

**10.3 Open-Source Software:** If Supplier incorporates, contributes, or combines any "open source" software with any Purchases, with or without CenturyLink's knowledge, Supplier will, at its expense, comply, and ensure CenturyLink's compliance, with the licensing requirements of the associated "open-source" software.

#### **11. LIMITATION OF LIABILITY:**

Except for each party's (i) indemnification obligations; (ii) confidentiality obligations; and (iii) claims resulting from personal injury or death arising from negligence, fraud or any other liability which cannot be excluded or limited under applicable law, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss or lost profits, directly or indirectly arising from the Order. CenturyLink liability for any claim of any kind arising out of or relating to the Order will not exceed the price of the Purchases giving rise to the claim.

#### **12. TERMINATION; CANCELLATION:**

**12.1 Notice:** CenturyLink may cancel Purchases under an Order with 5 days prior written notice.

**12.2 Breach:** CenturyLink may terminate the Order by written notice to Supplier if Supplier breaches the Order and fails to cure such breach to CenturyLink's satisfaction within 10 days of written notice specifying the breach.

**12.3 Termination for Convenience and for Cause:** CenturyLink may, without liability (except for Purchases previously delivered and accepted), at any time terminate for convenience in whole or in part the Order, by written notice to Supplier. If Supplier materially breaches the Terms, the Order or any document attached or incorporated into the Terms or Order, CenturyLink may, without liability (except for Purchases previously delivered and accepted), terminate in whole or in part the Order, by written notice to Supplier, and Supplier will be liable to CenturyLink for damages that CenturyLink incurs due to its breach, including the excess cost for substitute Purchases. If CenturyLink terminates the Order, CenturyLink, in addition to any other rights provided under the Order, may require the Supplier to transfer title and deliver to CenturyLink in the manner and to the extent directed by CenturyLink, any completed Purchases or other partially completed Purchases that the Supplier has specifically produced or acquired for the terminated portion of the Order and for which CenturyLink has provided payment.

**12.4 Transition:** Upon termination of the Order, Supplier will promptly (a) document in detail the status of any Purchases in progress, (b) provide all assistance reasonably requested by CenturyLink in connection with the transition of services to CenturyLink and/or its agents, and (c) promptly refund or credit any pre-paid amounts.

**12.5 Pre-Termination Obligations:** Expiration or termination of the Order will not relieve either party from its obligations prior to expiration or termination.

#### **13. DISPUTE RESOLUTION:**

**13.1 Forum and Governing Law:** Any legal proceeding arising out of, or related to the Order will be brought in the United States District Court in Colorado, or absent federal court jurisdiction, in a state court of competent

jurisdiction, in the Denver, Colorado metropolitan area. Any claim, controversy or dispute arising out of, or related to, the Order will be governed by the laws of the State of Delaware without reference to its choice of law rules.

**13.2 Waiver of Jury Trial and Class Action:** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to the Order on a class or consolidated basis or in a representative capacity.

#### **14. INTERNATIONAL:**

**14.1 FCPA:** A supplier obligation under the Section entitled "Compliance with Laws and Policies", includes the Foreign Corrupt Practices Act ("FCPA") to the extent applicable to Supplier, Supplier personnel or its or their performance of an Order. The FCPA prohibits CenturyLink from paying or offering anything of value to a government official or political party or candidate for the purpose of corrupting the exercise of an individual's duties and attempting to influence that individual to provide business to or retain CenturyLink's business. Supplier will not make or cause to be made any payment or offer of anything of value to any government official or political party or candidate without prior written approval from CenturyLink's Law Department. Supplier will provide all information requested by CenturyLink about the offer or payment. If requested by CenturyLink, Supplier will sign a certification that Supplier has, and will continue to, comply with all applicable laws, including the FCPA, and CenturyLink policies.

**14.2 Export:** Supplier obligations under the section entitled "Compliance with Laws and Policies", includes all U.S. and international import, export and anti-boycott laws and regulations, to the extent applicable to Supplier, Supplier personnel or its or their performance of an Order. Supplier will determine, obtain, record, file and maintain, at its expense, all export and import documentation, franchises, authorizations, licenses, permits, reports and statistics and pay all associated fees required for all exports or imports under an Order. All Purchases of exports or imports by CenturyLink under an Order are expressly conditioned upon Supplier promptly obtaining and providing to CenturyLink all required franchises, permits, licenses or authorizations.

#### **15. MISCELLANEOUS:**

**15.1 Access:** CenturyLink may permit Supplier access to CenturyLink's facilities and facilities of CenturyLink's customers and vendors, as reasonably required for Supplier's performance of the Order. Upon request, Supplier will furnish the names, addresses, telephone numbers, job duties, key assignments and any other information regarding Supplier personnel that CenturyLink deems necessary to safeguard its property and operations. Supplier will comply with CenturyLink's access policies and procedures.

**15.2 Compliance with Laws and Policies:** Supplier will, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, international, state and local laws, ordinances, rules, regulations and orders applicable to Supplier personnel and Supplier's performance of this Order. Supplier agrees to adhere to the Supplier Code of Conduct or similar standards, which is available on the Supplier Portal. **If Supplier is providing services to any governmental agency or to CenturyLink for the benefit of a governmental agency, Supplier and Supplier Personnel will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans, or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation or gender identity. Moreover, these regulations require that Supplier and Supplier Personnel take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability, sexual orientation or gender identity.**

**15.3 Affordable Care Act:** If Supplier Employees will be performing services in connection with this Agreement, Supplier must offer Affordable Care Act and regulations ("ACA") compliant medical coverage to all of its Supplier Employees who are assigned to such engagements with CenturyLink for 30 hours a week or more no later than 90 days of the start of the engagement in accordance with the ACA. Such medical coverage shall be "affordable" and "minimum value" as those terms are defined in the ACA. If Supplier receives notice from a government agency that such medical coverage is noncompliant or that a penalty will be assessed,

Supplier must provide written notice to CenturyLink within 30 days. The parties acknowledge that the fee paid to Supplier for Services under this Agreement contemplates the cost to the Supplier to provide ACA compliant medical coverage to employees enrolled in Supplier's medical plan.

**15.4 Prevailing Wages:** Supplier will pay its employees "prevailing wages" as defined by federal and state laws in the state and location where work is performed. Upon CenturyLink's request, Supplier will provide written certification of its compliance with its prevailing wage obligations.

**15.5 IRS Reporting:** If Supplier Employees or agents will be working on a CenturyLink assignment, Supplier will maintain all information required for IRS reporting purposes, including the total number of hours spent by each of its employees and agents: (a) performing in connection with the Agreement; and (b) performing any other work for CenturyLink or its Affiliates. If any of Supplier Employees or agents works 1,000 or more hours for CenturyLink during any calendar year, Supplier will provide CenturyLink with the name and social security number or such other identifying information as the parties may agree upon for purposes of this reporting of each such individual prior to March 15 of the year following the calendar year in which the work was performed.

**15.6 Resale:**

(a) This section applies unless the Order expressly states that CenturyLink is not permitted to resell the Purchases to end customers.

(b) Supplier grants to CenturyLink, during the term of the Order, a worldwide, irrevocable, transferable, non-exclusive right and license to: (i) advertise, promote, market, resell, sublicense and distribute the Purchases and to provide related services to CenturyLink customers; and (iii) to use, reproduce and distribute the Documentation in connection with CenturyLink's exercise of the rights granted in this Section.

(c) CenturyLink may affix a label on the Purchases or Documentation depicting CenturyLink's logo, trademarks, name and address and identifying CenturyLink as the service agent for the Purchases, if applicable, provided that CenturyLink does not obscure Supplier's trademarks.

(d) The representations and warranties in these Terms and any additional manufacturer's warranties apply to CenturyLink and CenturyLink's customers.

(e) Supplier agrees that during the term of the Order and for a period of one year after termination or expiration of the Order, it will not, directly or indirectly, through the use of Customer information obtained in connection with the provision of the Purchases, solicit, divert or take, or attempt to divert or take away, the Customer, the business or accounts of CenturyLink.

**15.7 Remedies:** No remedy specified in these Terms will limit CenturyLink's other rights and remedies arising in connection with the Order, at law or in equity.

**15.8 Drug Testing and Background Check Requirements:** Supplier will comply with CenturyLink's Drug Testing and Background Check Requirements which are found at the Supplier Portal and are incorporated herein by this reference. Supplier will select Supplier personnel in accordance with appropriate immigration laws and upon request will provide compliance certificates to CenturyLink within 10 days upon request.

**15.9 Environmental:** Supplier will use commercially reasonable efforts, as applicable, to provide, or use when providing Purchases: (a) environmentally-preferable, energy-efficient services and products (based on best in class guidelines); (b) services that eliminate or reduce the generation of hazardous waste/materials and the need for special material processing; (c) services and products that promote the use of non-hazardous, recovered and recycled materials. Supplier will use commercially reasonable efforts to incorporate this Section into its subcontracts that support Purchases provided to CenturyLink.

**15.10 Environmental, Health and Safety Services:** If the purchase is related to an environmental, health or safety service, i.e., waste, tank testing, asbestos, phase I/II, industrial hygiene, etc., Supplier is subject to the Environmental Services Terms & Conditions found on the Supplier Portal and incorporated by reference into these Terms.

**15.11 Notification of Potential Hazardous Materials:** Asbestos-containing materials may be found in some of the materials within CenturyLink buildings. If Supplier will be working in CenturyLink buildings and will disturb hazardous materials, Supplier must notify CenturyLink immediately before any work begins.

**15.12 Records and Audits:** Supplier will maintain complete and accurate records of all charges associated with the Order, in accordance with

generally accepted accounting principles, for 72 months from the date of its termination or expiration. CenturyLink may inspect and retain copies of such records on reasonable notice.

**15.13 Assignment and Delegation:** Supplier will not assign or delegate its rights or obligations under the Order, in whole or in part, without the prior written consent of CenturyLink. CenturyLink may assign its rights under the Order, in whole or in part, without the consent of Supplier: (a) to any Affiliates of CenturyLink, (b) in connection with any merger, consolidation, reorganization or sale of all or any part of its business or assets; or (c) as CenturyLink deems appropriate in connection with any regulatory requirements.

**15.14 Notices:** Any notices required or permitted under the Order will be sent to the addresses of the parties stated on the Order. Notice will be deemed given: (a) on the 1st day after deposit with an overnight courier, charges prepaid; (b) as of the day of receipt, if sent via first class U.S. Mail, charges prepaid, return receipt requested; and (c) as of the day of receipt, if hand delivered.

**15.15 Advertising; Publicity:** Except as provided in these Terms, neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the other's prior written permission.

**15.16 Waiver:** Any waiver by either party of any rights hereunder or of a breach of any provision of the Order will not constitute a waiver of any other breach of that or any other provision of the Order. Any waiver must be in writing.

**15.17 Interpretation:** The term "including" in these Terms means by way of example, not limitation. Headings and subheadings used in these Terms are for convenience only, and have no substantive meaning. These Terms will not be construed against the drafting party.

**15.18 Non-exclusive:** The Order is non-exclusive, and CenturyLink does not make any commitment for or guarantee any minimum or maximum amount of Purchases by CenturyLink.

**15.19 Severability:** The determination that any provision of these Terms is invalid or unenforceable will not invalidate these Terms, and these Terms will be construed and performed as if such invalid or unenforceable provision was omitted insofar as the primary purpose of the Order is not frustrated.

**15.20 Time of Essence:** Time is of the essence with respect to Supplier's obligations hereunder.

**15.21 No Supplier Dependence:** CenturyLink is not responsible for Supplier's dependence on revenues from sales to CenturyLink. Supplier will release, hold harmless and indemnify CenturyLink from any and all claims and liabilities relating to Supplier's dependence on CenturyLink or CenturyLink's termination of the Order.

**15.22 Business Associate Schedule:** When Supplier is engaged to provide services used by CenturyLink when CenturyLink acts as a Business Associate to a customer who is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Supplier is subject to the Business Associate Schedule, which is available on the Supplier Portal and incorporated by reference into these Procurement Standard Terms and Conditions.

**15.23 Specific Terms and Conditions for International Purchases ("Specific Terms-International"):** If applicable, the agreement between the parties consists of these Terms and the Specific Terms-International. If there is any inconsistency between these documents, the Specific Terms-International will prevail over these Terms.

**15.24 Survival:** The Sections of the Terms entitled "Representations and Warranties"; "Confidential Information"; "Indemnification and Insurance"; "Work Product; Licensing"; "Limitation of Liability", and "Dispute Resolution" and all others that by their sense and context are intended to survive the expiration of the Order will survive.