CenturyLink Agreement for Services in China

THIS SERVICES AGREEMENT is by and between CenturyLink Technology Hong Kong Ltd. and its affiliates (hereinafter "CenturyLink") and the customer identified on the applicable Service Order ("Customer") and effective as of the date of Customer’s execution of the applicable Service Attachment ("Effective Date").

1. Services

1.1 As used herein "Services" shall refer to services CenturyLink will provide to Customer in accordance with this Agreement. The "Agreement" means these terms and conditions plus the applicable Service Schedules, Service Guides, Service Orders, Order Forms, Statements of Work ("SOWs") and service level agreements ("SLAs") (collectively "Service Attachments"). CenturyLink will not be bound by any Service Order until it is accepted by CenturyLink. Notwithstanding anything to the contrary, this Agreement is intended to be the sole governing document for Services to be provided in China. No other service agreement currently in effect with Customer shall apply to these Services.

1.2 Services will be provided by CenturyLink via its in-country vendors and their designated third parties or designees (collectively "In-Country Vendor(s)"). By signing this Agreement Customer consents to CenturyLink's use of such In-Country Vendors to provide some or all of CenturyLink's obligations hereunder. Any regulated services will be provided through licensed third party service providers, subject to the approval of Chinese regulatory authorities.

2. Term.

The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").


Billing for each Service shall commence on the Billing Commencement Date ("BCD"), as defined in the applicable Service Attachment. Monthly recurring charges ("MRCs") will be billed monthly in advance, (b) varying or usage-based charges will be billed monthly in arrears and (c) installation or other non-recurring charges ("NRCs") will be billed upon the Billing Commencement Date.

4. Payment.

4.1 Payment of invoiced amounts are due in full within thirty (30) days after the date of the invoice ("Due Date"). In addition to the Service charges, Customer will pay all applicable Taxes and Government Charges. To the extent that any deduction or withholding is required by applicable law, Customer shall increase the amount of such payment to ensure that CenturyLink receives the amount it would have received had no deduction or withholding been required. Customer further agrees that any delays it encounters in the pursuit of the government or regulatory compliance related to use of the Services shall not preclude timely payment as noted in this section 4.1.

4.2 CenturyLink reserves the right to charge interest in the event of any non-payment at the lesser of 1 1/2% per month or the highest rate permitted by applicable law and attorneys’ fees and costs incurred by CenturyLink in collecting such amounts. Customer’s payments to CenturyLink must be in the form of wire transfer, ACH, or, if available, via any CenturyLink approved payment portal (e.g., SavvisStation.com). CenturyLink’s acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Provision of Services is subject to CenturyLink’s credit approval of Customer. CenturyLink may provide Customer’s payment history or other billing/charge information to credit reporting agencies or industry clearinghouses. CenturyLink reserves the right to charge administrative fees when Customer’s payment and invoice preferences deviate from CenturyLink’s standard practices. CenturyLink may, upon thirty (30) days prior notice, require a deposit if Customer has failed to pay its invoices by the Due Date three (3) times in any twelve (12) month period or if there has been a material, adverse change in its financial condition.

4.3 CenturyLink may increase the fees and charges applicable to any Service provided hereunder at any time upon thirty (30) days prior written notice, including fees related to any applicable increase imposed by CenturyLink’s In-Country Vendors, any increase mandated or imposed on CenturyLink by any governmental authority or any entity, agency or authority acting on behalf of or under the influence of any government authority and/or increased power or facilities costs.

4.4 To dispute a charge on an invoice, Customer must identify the specific charge in dispute and provide a written explanation of the basis of the dispute before the Due Date. All claims regarding disputed charges not submitted to CenturyLink within such time frame will be deemed waived. If CenturyLink determines that a disputed charge is in error, CenturyLink shall issue a credit or reverse the amount incorrectly billed. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer’s payment shall be due no later than ten (10) days after CenturyLink provides notice of such determination. Except with respect to properly disputed invoices, CenturyLink shall
be entitled to withhold performance, including suspension or access to the Services until all amounts due are paid in full.


5.1 Compliance:

a. Each party shall comply with all laws and regulations applicable to the provision (in the case of CenturyLink) and use (in the case of Customer) of the Services provided hereunder. Customer shall (i) ensure that all customer data and information stored or transmitted via the Service complies with all applicable (including local) laws and information security practices, including without limitation those relating to the encryption of data and importation of any software and/or services into China.

b. During the term of this Agreement and for twelve (12) months following the expiration or termination, Customer shall not recruit any employee of CenturyLink or its In-Country Vendor who participated in the performance of this Agreement nor sign a Labour Contract unilaterally with such employee(s) of CenturyLink or its In-Country Vendor.

c. The parties agree to comply with any anti-bribery, anti-corruption and fraud laws and regulations applicable to the transactions contemplated hereunder.

5.2 Government Actions: The parties acknowledge and agree that CenturyLink shall have no liability arising from or related to any actions taken by Chinese Government Authorities (defined below) affecting in any way CenturyLink, its employees, representatives, vendors, or by CenturyLink at the behest of Chinese Government Authorities including as further described in sections a through c below.

a. Any information, data or content, including Confidential Information or data, at rest or in transit may be viewed, impaired, modified, blocked, seized, copied, tracked, accessed, disrupted or disabled for any reason or no reason by (i) any state owned entity or entities acting on behalf of or under the influence of any Chinese government or judicial authority, and/or (ii) any Chinese governmental, regulatory or judicial authority or any entity acting on the government’s behalf, and/or (ii) law enforcement officials or government representatives, officials or agents or judgment of a valid court (all collectively referred to as “Chinese Government Authorities”).

b. Customer understands that laws and regulations in China governing network security are subject to rapid change and that the Services may need to be modified or restricted from time to time as a result of changes in law, as a result of changes in interpretation of or enforcement practices in relation to existing law, or as otherwise as required by Chinese Government Authorities. Customer further understands that such modifications and restrictions might involve or result in, without limitation, (a) blocking or removal of Customer information or content or limitations on Customer’s right or ability to view, access and retain information or content, (b) discontinuation of certain Services or use of certain software or hardware utilized to provide Services, (c) sharing of sensitive data and technology with Chinese Government Authorities. Subject to compliance with applicable law, CenturyLink will exercise commercially reasonable efforts to notify Customer of the requirement to make any such modification or restriction with a view to providing Customer with an opportunity to make adjustments to its operations in order to take account of such modification or restriction. Nothing herein shall preclude timely payment of Service per Section 4.1.

c. No facilities or data center utilized for providing the Services has completed any AICPA sanctioned Type II audits (i.e., SSAE16/ISAE3402 SOC 1 or AT-101 SOC 2), and such audits will not be required to be provided by CenturyLink.

5.3 Intellectual Property: Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. CenturyLink’s and/or its In Country Vendor’s intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

6. Use of Service.

Customer and its End Users will not (i) use or access the Services in a manner that materially interferes with or harms the CenturyLink infrastructure or any third parties; or is tortious or violates any third party right; and/or (ii) use the Services for providing telecommunication services without required telecommunication licenses under Chinese law and if any portion of the Services involves use of hardware or software constituting a foreign-developed encryption product, then Customer agrees that use of such Services shall be strictly in compliance with Chinese laws and regulations governing encryption technology. The foregoing obligation of Customer does not change
if CenturyLink supplies hardware and/or software on Customer’s behalf and used in connection with the Service.

CenturyLink may suspend the affected Service if Customer violates this Use of Service provision. CenturyLink will attempt to notify Customer in writing prior to suspending Service. However, CenturyLink may suspend and/or terminate the Service without notice and without liability if CenturyLink becomes aware of or reasonable suspects a violation of any applicable law, regulation, compliance requirement or of activity that exposes or may expose CenturyLink to criminal or civil liability, exposes CenturyLink to breach of contract claims with its vendors or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm. Customer agrees to defend, indemnify and hold CenturyLink harmless from third party claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees arising from non-compliance with this Section 6.

7. Termination. Either party may terminate the Agreement or affected Services (i) upon thirty (30) days prior written notice in the event of a material, uncured breach of the Agreement (unless a different notice period is expressly set forth in the Agreement); or (ii) in accordance with any other express term contained in the Agreement. CenturyLink may suspend the affected Service: (a) upon five (5) days’ notice in the event of any uncured payment default; or (b) upon notice in the event Customer violates Section 6. If a Service or this Agreement is terminated either by CenturyLink for cause or by Customer for any reason other than cause at any time after the service is ordered and prior to the conclusion of the applicable Service term, then Customer shall be liable for: (a) an early termination charge equal to 100% of the (i) then current MRC for the affected Services multiplied by the number of months remaining in the Service term and/or (ii) the applicable NRCs for non-recurring services or professional services; (b) Service charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges, In-Country Vendor expenses). Customer agrees that the early termination charges above shall apply even if the Services are not useable or accessible by Customer due to Chinese Government Authorities enforcement actions against Customer. The parties agree that early termination charges set forth in the Agreement constitute liquidated damages and are not intended as a penalty. If a particular Service is terminated upon which another service is dependent, all such dependent services shall be deemed to be terminated as well. CenturyLink shall have the right to terminate any or all of the Services without liability of any kind upon the expiration of or termination of CenturyLink's underlying agreement with the In-Country Vendor. The parties agree that any renewal of the Services shall be contingent on the election by CenturyLink, in its sole discretion, to continue to renew the underlying agreement with the applicable In-Country Vendor.

8. Disclaimer of Warranties. THE SERVICES AND ANY RELATED EQUIPMENT, SOFTWARE AND OTHER MATERIALS PROVIDED BY CENTURYLINK AND/OR ITS IN-COUNTRY VENDORS IN CONNECTION WITH THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, ANY ACT OR OMISSION OF THE CUSTOMER OR THAT OPERATION OF THE SERVICES, INCLUDING SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THE ENTIRE RISK AS TO THE COMPLETENESS, ACCURACY, RESULTS, OPERATION, SECURITY, AVAILABILITY (FOR ANY REASON) AND PERFORMANCE OF THE SERVICE AND RELATED MATERIALS IS ASSUMED BY THE CUSTOMER.


9.1 CENTURYLINK, ITS AFFILIATES, CONTRACTORS, OR SUPPLIERS, SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, CONSEQUENTIAL DAMAGES, ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES. FURTHER, NEITHER CENTURYLINK NOR ANY OF ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER’S INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR ITS USE OF OR ACCESS TO THE SERVICES, OR (II) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR
9.2 Notwithstanding any other provision contained herein or in the Agreement, Customer's sole and exclusive remedy for any failure to deliver or perform or defects in Services by CenturyLink, its employees, representatives, subcontractors and/or vendors (save for any applicable SLA credit) and/or as a result of government action, CenturyLink's (or its vendors') compliance with governmental requests is to terminate the affected Service.

9.3 Customer shall indemnify, defend, and hold harmless CenturyLink, its employees, directors, officers, agents and vendors from any and all claims, losses, proceedings, or liabilities, including without limitation attorneys’ fees arising from or related to Customer's breach of this Agreement, its negligence or willful misconduct; or Customer's actual or alleged violation of any intellectual property laws.

10. Confidentiality. Neither party shall, without the prior written consent of the other party, use or disclose the Confidential Information of the other party during the Term of this Agreement and for two (2) years following the expiration or termination hereof. Each party will take all reasonable precautions to protect the other party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information. Notwithstanding the foregoing, a party may disclose Confidential Information: (i) to any consultants, contractors, and counsel who have a need to know in connection with this Agreement and have executed a reasonably protective non-disclosure agreement with the disclosing party, or (ii) pursuant to legal process; provided that, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure. CenturyLink shall not be deemed in breach of its confidentiality obligations hereunder due to Chinese Government Authority actions.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

12. Force Majeure. Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to an event beyond a party's reasonable control ("Force Majeure Event").

13. Notices. All notices required to be given hereunder shall be in writing and deemed given if sent to the addressee specified below either (a) by prepaid recorded delivery, two (2) business days after posting; or (b) by national overnight courier service, the next business day. Certain services may require additional notices as further detailed in a Service Attachment. Other routine operational notices (e.g., CenturyLink notice reminder of non-payment and suspension notices for Customer's violation of Section 6) may be sent via facsimile or email and these will be deemed given on the day such notice is delivered. CenturyLink will not credit charges where Customer fails to comply with such terms when disconnecting, terminating or not renewing Services purchased under the Agreement.

13.1. Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at:

CenturyLink
50 Raffles Place
#36-01 Singapore Land Tower
Singapore
048623
Attn: Managing Director

With a copy to:
CenturyLink
931 14th St., #900
Denver, CO 80202
USA
Attn: Legal Department
Fax: 888-778-0054

And to Customer at the address reflected in CenturyLink's records, Attention: General Counsel.

13.2. Service Notice: All Customer notices for Service disconnect and termination must be sent via email to CenturyLink at: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
14. **Maintenance.** Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

15. **Waiver.** Except as otherwise expressly set forth in the Agreement, neither party's failure to insist upon strict performance of any provision of the Agreement shall be construed as a waiver of any of its rights hereunder. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement.

16. **Dispute Settlement.** Except for a billing dispute which shall exclusively be governed by Section 4 above, any other disputes, claims, disagreements, or controversies between the parties arising out of or relating to this Agreement, its alleged breach or its termination shall be submitted for resolution through the following resolution process:

a. Each party shall designate a point of contact who is responsible for addressing the disputed issue promptly and to agree to an acceptable solution within fifteen (15) calendar days and to implement such solution within an agreeable time period acceptable to both parties.

b. If such points of contact are unable or unwilling to reach a mutually acceptable solution, they shall refer the disputed issue to executive officers of both parties to address the disputed issue promptly and to agree to an acceptable solution within fifteen (15) calendar days and to implement such solution within a mutually agreeable time period.

c. If the parties have not been able to find and accept such a solution within the forgoing (30) day period, then either party may seek further resolution through Shanghai Arbitration Commission for arbitration in compliance with the then prevailing arbitration rules of Shanghai Arbitration Commission. The arbitral award rendered shall be final and binding upon both parties; provided however, that each party shall pay its own costs, including attorneys’ fees, of said arbitration.

17. **Miscellaneous.** All provisions in the Agreement which by their nature are intended to survive expiration or termination shall so survive. If any term of the Agreement is held unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect. The Agreement is intended solely for CenturyLink and Customer and does not provide any third party with any right or benefit. Customer may not assign this Agreement or any portion hereof without CenturyLink’s prior written consent, which consent shall not be unreasonably withheld. CenturyLink may assign this Agreement or a portion thereof: (i) in the event of a merger in which it is not the surviving entity; (ii) in the event of a sale of all or substantially all of its assets; or (iii) to any party that controls, is controlled by or is in common control with CenturyLink. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. In the event of conflict among terms, the order of priority shall be as follows: the Service Schedule, then this MSA, any Service Guide, SLA, the Service Order and any SOWs. Except as otherwise set forth herein, all amendments to the Agreement shall be in writing and signed by the parties’ authorized representatives. This Agreement together with all applicable Service Attachments constitutes the entire agreement of the parties with respect to the Services and supersedes any other prior or contemporaneous agreement or understandings, whether oral or written, related to the subject matter hereof. All handwritten or typed modifications to the Agreement which are not mutually agreed to in writing are null and void. The parties agree to comply with any anti-bribery, anti-corruption and fraud laws and regulations applicable to transaction in Hong Kong and China.

18. **Definitions.**

"Confidential Information" means non-public information of the parties hereto relating to their business activities, financial affairs, technology, marketing or sales plans that is exchanged by the parties in the formation and implementation of the Agreement. Confidential Information includes the terms and pricing of the Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge through no breach of the Agreement by the receiving party, (ii) is received by recipient from a third party not under a duty of confidence, or (iii) is already known or is independently developed by the receiving party without use of the Confidential Information.

"End Users" means Customer’s end-users, customers, agents or any other third parties who utilize or access the Services provided hereunder.

"Service" means the service provided by CenturyLink and/or its In-Country Vendors as set forth on the Service Order or SOW.

"Service Guide" (or "SG") means the product-specific Service guide(s) that include technical specifications, which are currently posted at http://www.centurylink.com/business/enterprise/supp ort/service-guides.html and which CenturyLink may modify from time to time. Applicable SGs may apply if purchased by Customer pursuant to the applicable
Service Order or SOW.

"Service Order" means a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Services ordered by Customer.

"Service Schedule" means the managed hosting and/or network descriptions attached hereto and providing additional terms pursuant to which CenturyLink agrees to provide and Customer may purchase the Services described therein.

"SLA Attachment" means the attachment that sets forth the SLA applicable to the Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency).

"Taxes and Government Charges" means any applicable foreign, federal, state, or local taxes and government charges assessed or incurred in connection with the Service, including without limitation, all governmental excise, use, sales, value-added (or equivalent), GST, or occupational levies and environmental assessments, energy or power consumption levies or charges, regulatory, administration and similar pass through fees, conversion charges, tariffs, import duties, excise and other similar surcharges and levies, but excluding any taxes based on CenturyLink's net income.

BY SIGNING THE SERVICE ORDER REFERENCING THIS AGREEMENT, CUSTOMER AGREES TO BE BOUND BY THESE TERMS.
CENTURYLINK HOSTING SERVICE SCHEDULE

1. Services/Rates. Customer will pay all applicable rates and fees set forth in the relevant Service Order. In addition, Customer shall be obligated to pay for any reasonable expenses incurred in good faith by CenturyLink’s In-Country Vendor if directly related to performance of Services.

2. Term. Services have a minimum term which begins on the Billing Commencement Date ("BCD") and continues for the period set forth in the relevant Service Order and/or SOW (the "Initial Term"), at the conclusion of which, the Service will automatically renew for successive periods equal to twelve (12) months, unless terminated by either party in writing at least sixty (60) days prior to the expiration of the then-current Service Term. Notwithstanding the foregoing sentence, if the Initial Term is one month, then the Services shall automatically renew monthly unless terminated by either party in writing with thirty (30) days prior written notice. The Initial Term and any renewal terms are collectively referred to as the "Service Term".

3. Separate Billing. Notwithstanding anything to the contrary in the Agreement, if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis. Notwithstanding anything to the contrary in the Agreement, if a Service installation is delayed, incomplete or is not usable by Customer through no fault of CenturyLink or its agents, CenturyLink will have the right to commence billing as installed and per the BCD.

4. Billing Commencement Date (BCD). The BCD for the Service is the date CenturyLink begins providing the Services and/or makes the Services available to Customer for Customer's use regardless of Customer's status of Customer's compliance with local rules and regulations and ability to use the Services.

5. Equipment. Customer is responsible for selecting, supplying, installing and maintaining any equipment used to access the Service and not provided by CenturyLink’s In-Country Vendor ("Customer Equipment") including any related applications, systems, or software.

6. As between CenturyLink and Customer, Customer exclusively owns all right, title and interest in and to Customer data or content and agrees that any such data or content is compliant with all applicable laws. Except as expressly provided herein, including without limitation, compliance by CenturyLink of any Chinese Government Authority, CenturyLink will not disclose, modify, or access Customer data. Customer acknowledges and agrees that it has or has received all necessary consents (and, where necessary, will procure the consent from relevant end users) all rights in Customer data solely as necessary for CenturyLink’s In-country Vendors (and CenturyLink if applicable) to process such data in the provision of the Service and as otherwise required by applicable law.

In addition to processing Customer data as described herein, CenturyLink’s In-Country Vendor (and CenturyLink and its affiliates if applicable) may collect and process "Relationship Data" and "Usage Data" solely for the following purposes: (i) Relationship Data -- to operate the Services, manage Customer accounts, send notifications, invoice purchased services, provide support, and comply with applicable law or Chinese Government Authorities; and (ii) Usage Data -- to provide the Service (including tracking and managing its infrastructure, network, storage, and software for billing, capacity planning, troubleshooting, and other forecasting and improvement purposes). CenturyLink, its affiliates and In-Country Vendors may share Relationship Data and Usage Data for these purposes only, to comply with contractual obligations or as otherwise required by applicable law and/or Chinese Government Authorities. For purposes hereof, "Relationship Data" means personal information that CenturyLink, its affiliates and/or its In-Country Vendors collect from Customer during the registration, activation and maintenance of a Service and "Usage Data" means information regarding Customer’s or its end users’ consumption of the Service, such as information on the amount of computing and storage resources purchased or consumed, user counts, and third party licenses consumed.

Customer, on behalf of itself and any applicable third parties, hereby consents to CenturyLink’s In-Country Vendors (and CenturyLink and its affiliates if applicable) accessing, storing and otherwise processing and transferring Customer data, Relationship Data and Usage Data to the United States or to any other jurisdiction where CenturyLink has a data center, support, or processing systems. It is Customer’s responsibility to ensure that it has obtained all requisite consents and to comply with applicable law with respect to data processing and transfers across jurisdictions.
7. Exchange Rates. A Customer may elect to be billed in U.S. Dollars or in certain currencies other than U.S Dollars if CenturyLink can support billing in such currency. Currency selection is displayed within an applicable Service Order or SOW. The Services will be invoiced in the chosen currency equivalent as of the date of the invoice. CenturyLink reserves the right to adjust exchange rates from time to time as it reasonably deems necessary and such adjustment shall not be deemed a rate adjustment. Customer will pay such invoices free of currency exchange costs, or bank charges.

The following terms shall apply if Customer purchases a professional service related to its use of Managed Hosting Services:

1. Services/Rates. Customer will pay all applicable rates and fees set forth in the relevant SOW. Professional Services purchased hereunder shall be more specifically identified in one or more Statements of Work (“SOW”).

2. Term; Termination.

2.1 Monthly recurring Services have a minimum term which begins on the Billing Commencement Date (“BCD”) and continues for the period set forth in the relevant SOW (the "Initial Term").

2.2 The termination of any Professional Service will not affect Customer's obligations to pay for other Services.

3. Intellectual Property; Rights to Use.

3.1 "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the term of a SOW.

3.3 Except for the rights expressly granted in this Schedule, nothing herein or in any SOW shall transfer to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. Notwithstanding anything to the contrary herein, CenturyLink will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CenturyLink.

3.4 To the extent required by CenturyLink in an SOW to provide the Services (including support), Customer hereby grants to CenturyLink a non-exclusive, non-transferable, royalty-free license to use Customer Technology. The license granted in this section includes the right of CenturyLink to sublicense Customer Technology to its subsidiaries and affiliates and any third parties providing all or part of the Services on behalf of CenturyLink to achieve the foregoing. All right, title and interest in and to any Customer Technology furnished by Customer for use by CenturyLink under this Agreement will remain solely with Customer, its affiliates and their licensors.

3.5 To the extent Customer, its employees or contractors participate in the creation of CenturyLink Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to CenturyLink all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to comply with this Section. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

If the Services include network or internet access services, the following terms shall apply in addition to any other applicable network terms:

For network or internet connectivity services and in addition to all other required terms and conditions for the underlying network service, Customer is solely responsible for complying with all Chinese law and
regulations applicable to internet access, IP addresses and network connections in China, including, by way of example, obtaining, and maintaining through the applicable term all appropriate business registrations, licenses, and/or certifications. Any submissions through CenturyLink’s In-Country Vendor may be subject to additional fees.
1. Customer acknowledges that the Services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Each Service is subject to limitations in its scope or performance, as may be more fully set forth in the applicable SG. Customer should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security.

2. Non-standard installations (as identified by CenturyLink in its reasonable opinion), may require extended provisioning intervals and/or additional costs.

3. Customer shall submit a sufficiently detailed description of any test plan to CenturyLink in advance. The test plan must adhere to any applicable testing standards or procedures provided by CenturyLink. CenturyLink may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. CenturyLink will not respond to any security-related alarms during a scheduled testing period. CenturyLink will have no responsibility whatsoever for any loss or outages during a Customer test, including any otherwise available service credits. Customer agrees that neither it nor its agents will engage in any destructive or otherwise harmful testing. Customer will defend and indemnify CenturyLink, its affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer’s testing.

4. Customer represents that Customer is not (a) located in, under the control of, or a national or resident of any country or territory to which export is prohibited under the laws of any country in which CenturyLink operates.

5. The Service provided herein is a supplement to Customer’s existing security and compliance frameworks, for which CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services hereunder accurately and completely, the Services are provided “as-is”. CenturyLink does not and cannot guarantee or warrant that CenturyLink will accurately identify all risks, potential security and/or compliance gaps, or that CenturyLink’s recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer’s security and/or compliance related objectives. Neither CenturyLink or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer’s (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services. Customer’s sole remedy for any dissatisfaction in the performance of any of the Services or deliverables related hereto is to terminate the relevant SOW or Service Order.