

**CenturyLink has the ability to raise rates and change the Service with notice to Subscribers, in certain instances.
See Section 1(D) for applicable terms and conditions.**

**CENTURYLINK INSIDE WIRE MAINTENANCE AND LINE-BACKER™
TERMS AND CONDITIONS AND SERVICE AGREEMENT**

You agree that this agreement governs our relationship for your subscription to CenturyLink Inside Wire Maintenance (also known as Inside Wire Protection) and Line-Backer service, our inside wire maintenance repair plan (“Service”). This agreement may contain terms not familiar to you. Feel free to call us if you have any questions about this agreement. If you do not agree with any of the terms and conditions contained in this agreement, please do not use the Service and notify us immediately so we can cancel your Service. When you activate the Service, you will be agreeing to: (a) the terms of this agreement, (b) any requirements in additional written materials we provided to you when you ordered the Service, and (c) prices and charges we quoted to you.

In this agreement, we use the terms “we,” “us” or “our” to mean CenturyLink. When we say “you,” “your” or “Subscriber”, we mean you or, for business entities subscribing to the service, that entity. You must be at least 18 years old to purchase the Service or, for business customers, authorized to act on behalf of the business and form agreements for the business. Please know that you are responsible for making sure the terms of this agreement are followed by others who use or benefit from the Service.

Please read this agreement carefully. While all sections are important, please pay close attention to the section called “DISPUTE RESOLUTION.” That section requires that you and we enter into arbitration if we have a disagreement that we can’t settle together. If there is that kind of a dispute, you and we will use arbitration to settle it, instead of a trial in front of a jury or judge. That section also limits your ability to form or join a class action lawsuit against us related to the Service.

1. SERVICE INFORMATION.

A. General Description. The Service provides trouble location and repair of your simple inside wire and jacks including identification and repair to inside wire and jacks used to provide CenturyLink voice and/or High-Speed Internet (HSI) service, excluding coverage and trouble location to voice equipment for voice service or data equipment connected to or used with HSI or other data service. You are not obligated to have the Service for us to repair your inside wire, and you may repair the inside wire yourself or choose a different provider.

B. Definitions and Coverage.

- (1) Inside wire is defined as the wire that runs from our connection point (usually a small box on the outside of your premises) to the telephone jacks or outlets inside your premises to which you plug your telephone or HSI and data equipment. For business key and PBX systems, inside wire runs from that connection point to the last connection to your common equipment. Inside wire and jacks do not include wire or cable serving other electronic systems such as computers or entertainment systems. It does not include distribution panels or other non-wire parts of so-called structured wire, or repairs to more complex inside wire.
- (2) Trouble location means that we will identify the trouble with your service and the location, to the best of our ability, of that trouble, including whether the problem is in the inside wire, telephone jacks or outlets, or our facilities located outside your premises. It does not include trouble location when the trouble is in equipment at your premises, connected to/ used with a connection to the Internet or other services, or involves facilities or equipment of other carriers or providers. If we conclude through remote testing that no trouble exists in our facilities or your inside wire that is covered by the Plan, a technician will not be dispatched to your premises. If, upon your demand, a technician is then dispatched and no trouble is found, the applicable charge for a customer-demanded dispatch will apply.
- (3) Service covers repair to existing, working jacks and inside wire, but not initial installation. At least one jack on your premises must be working before the Service is effective. Service does not cover trouble that exists prior to establishing any services with us or prior to establishing Service, except as follows: when you report a trouble to us and, before our technician is dispatched, you elect to subscribe to Service for a minimum term period of nine months, the Trouble Isolation Charge will

be waived and Service will apply for that reported trouble. If you elect to subscribe to Service after our technician isolates a trouble on your side of the network interface device, Service will become effective the day following our completed repair of the trouble. If you authorize us to make the needed repairs, the applicable repair charges for inside wiring and/or customer-provided equipment will apply. However, the Trouble Isolation Charge and the initial monthly recurring charge for Service will be waived when you agree to retain Service for a minimum term period of nine months.

- (4) We will provide our repair work in a reasonable manner, so we may reroute wire along baseboards or some other location to avoid replacement or repair of drywall, plaster or other materials and to avoid unnecessary work. If the problem exists in complex inside wire (larger than 6 pair), or the premises riser cable, CenturyLink retains the option to switch your service to a new pair of wires whenever good wire pairs are available (also called “cut to clear”).

C. Exclusions. The Service does not cover the following items or situations.

- (1) Repair or replacement of telephone handsets and modems or the cord connecting a telephone handset or modem to the jack.
- (2) Drilling or cutting into metal walls in order to facilitate the repair. Our technicians will work with you to complete the repair in a safe manner.
- (3) Installation of new jacks and wiring or rewiring. For new customers, we will reconnect an existing, working jack to the main phone line if the previous customer had the jack wired to serve an additional line.
- (4) Cable or wiring that runs between or among separate buildings, apartments or dwelling units in a multi-tenant property.
- (5) Complete rewiring for jacks and wiring not installed or existing in accordance with accepted industry standards for telephone wiring. We will repair and rewire, if necessary, the jack or outlet that is not working and offer to complete other rewiring, if requested, at our regular, additional installation charges.
- (6) Distribution panels or other non-wire parts of so-called structured wire systems, and no part of any wiring arrangement that provides you with a service or offering of another firm or provider.
- (7) Wire or cable serving other electronic systems such as computers or entertainment systems, except for any inside wire and jacks providing service for HSI service, but excluding trouble location to, or repair of, data equipment connected to or used with HSI service.
- (8) For business customers, wiring or cabling beyond the last connection to the common equipment for Key and PBX customers.
- (9) The Service is not available to anyone or any business that rents or leases their premises. If you reside in a multi-tenant building, campus, or military housing, we suggest you discuss inside wire repair responsibility with the manager or owner. Typically, they are responsible for inside wire repair.

D. Changes in Service or this Agreement

- (1) ***We Have the Right to Make Changes.*** We have the right to change the terms of this agreement, the Service, and our prices or fees at any time relating to the Service or any packages including the Service. If we make such changes, you agree that we have no obligation to replace or supplement Service or any packages as a result. And you agree that you will not be entitled to any refund because of such change(s). **The only options you will have if we make any material changes is to cancel the affected service or terminate this agreement. If you continue to use the Service after we make changes, you agree we can consider that continued use your consent to the change(s).**
- (2) ***Notice of Material Changes.*** If the changes we make are material, we will give you written notice of the change and its effective date. 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 any Promotions that we may have undertaken while you subscribed to the Service.
- (3) ***Methods of Notice.*** If we do give notice about these changes, we may use a number of options use to provide you notice of the changes. These notice methods include your billing statements, bill

inserts, separate mailings to you, email notification, recorded announcements, online posting of changes to our terms and conditions (available at <http://www.centurylink.com/terms>). Changes will become effective on the date described in any notice.

- E. **Promotions.** You may be eligible for certain discounts, features, promotions, and other benefits associated with your subscription to Service (“Promotions”). You must meet all requirements to get and keep the Promotions. We may change or end a Promotion at any time or in the manner described in the applicable Promotion materials. At the end of a Promotion or at any time when you no longer qualify for a Promotion, we will charge you the then-current, standard monthly rates, charges, fees, and surcharges for the Service.

2. CHARGES; BILLING AND PAYMENT

- A. **Credit Check; Deposits; Credit Limits.** You must have sufficient credit for us to provide you the Service without having to pay a deposit. To make a credit assessment, we will review our credit history with you if we have one; and we may consult with a credit reporting agency. Based on our review, we may ask for a deposit, set up a credit limit or advance payment structure, or require other security before we begin providing you the Service. If you pay a deposit in connection with your Service and the state in which the Service is provided does not require us to pay interest on that deposit, we will not pay you any such interest. And if during our Service relationship we question your willingness to pay your bills in a timely way, we might require additional measures to ensure we are paid (like requiring prior payments or additional security). If you refuse to follow these required measures, we may terminate your Service and assess any application termination charges.
- B. **Billing.** When the Service is available for your use, we will begin charging you monthly recurring charges and any additional one-time charges (which we sometimes call non-recurring charges). If your Service starts in the middle of an established billing cycle, you may see only a portion of your monthly charge in your bill for your first month of service. We bill both monthly recurring and non-recurring charges in advance; and we bill for usage generally after it has occurred. Your first bill covers both the partial month of Service from the date your Service is activated up to the first day of your first full month of Service, and your first full month of Service. Depending on your location, Promotions may not apply during the partial month of Service. However you still will receive all applicable Promotions for the entire Promotional period. If, in any given month, you have \$0 charges, we may not send you a paper invoice. You can always find information about your bills for the Service at <http://www.centurylink.com> or by calling us at the customer service number listed on any of your CenturyLink bills. If you need a reprint of an invoice from us offline, we may charge a fee for producing it.
- C. **Charges.** Our charges for the Service may change from time to time, but you can always find our current charges at <http://www.centurylink.com>. In addition to our monthly recurring charges and non-recurring charges, you agree to pay any other additional charges that are associated with our providing the Service, including any one-time trouble isolation or assessment charges. Additional charges could include activation and installation charges, repair charges, shipping and handling fees, replacements charges, connection charges, monthly fees, any other fees, surcharges, assessments, taxes, and federal, state, and local government or quasi-government imposed or permitted charges. Taxes and government fees will be in the amounts that federal, state, and local authorities require or permit us to bill you. Surcharges and recovery fees are not taxes and governmental fees and are not required by law, but are set by CenturyLink and may change. Please see www.centurylink.com/help for more information about taxes, fees, surcharges, and recovery fees.
- D. **Payment.** You agree to pay all charges on your bill in U.S. currency by the due date listed on your bill. We currently allow our customers to pay their bills by credit card of select card providers. If you decide to pay this way, when you give us your credit card information, you are authorizing us to automatically charge that card number for all charges on your account at or near the billing due date on your statement. Our acceptance of late or partial payments (even those marked, “PAID IN FULL” or using similar language) and late payment charges will not mean that we waive our rights to collect the full amounts due.
- E. **Nonpayment.** For each month that any portion of your charges are not paid in full by the due date, we may charge you a late payment fee or interest on those unpaid amounts equal to the maximum amount or interest rate, respectively, allowed by law. If we cannot get a charge to process on your credit card, you will need to make alternative payment arrangements. If we use a collection agency or initiate any legal

action to recover amounts due, you agree to reimburse us for all expenses we incur to recover amounts you owe us and amounts related to 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. Upon the cancellation or termination of Service for any reason prior to the end of a billing cycle, we will charge you the pro-rated charges accrued during the billing cycle, along with all applicable non-recurring charges, taxes, surcharges, and other fees.

- F. Disputed Charges.** If you have a dispute regarding your bill, you must let us know within 30 days of the bill date. To dispute a charge on your bill, you must follow the dispute procedures in this agreement. After the 30-day period has ended, we will assume you agree with any charge not disputed. CenturyLink and you waive all rights of subrogation against each other in connection with the Service.

3. TERM AND TERMINATION.

A. Term Options

- (1) **Month-to-Month Term.** Other than the term requirement in the following subsection, we provide the Service on a month-to-month basis, and this agreement applies until one of us chooses to terminate the Service.
- (2) **Minimum Term Commitment Period; Early Termination Fee.** Customers who subscribe to the Service when a trouble is reported must retain the Service for a minimum of nine (9) months from the date of Service subscription. If customers terminate the Service before completing the minimum term commitment period, we will charge an early termination fee equal to the monthly recurring charges for Service multiplied by the number of months remaining in the minimum term commitment period at the time of Service termination.

- B. Right to Terminate Service by You or CenturyLink.** Either of us can stop our relationship by giving notice to the other, as described in the "Notice" section of this agreement. CenturyLink always has the right to terminate your service without notice if you fail to pay your bill when it is due or if you do not meet your obligations under this agreement.

- C. Payment Responsibilities after Termination of Service.** Even after our Service relationship ends, you agree that you will continue to be responsible to pay CenturyLink for any outstanding balance you owe for your Service, including any applicable early termination fees, taxes, franchise fees, other fees, and surcharges. And if you terminate Service prior to the end of a billing cycle, we will charge you a portion of the monthly recurring charge for the Service during that cycle, along with any applicable non-recurring charges, taxes, surcharges, and other fees.

- D. Uncontrollable Events.** If an event occurs that is not within CenturyLink's control, you understand and agree that we cannot be held responsible for any delay, interruption, or other failure to perform under this agreement. Some examples of such events are: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental actions or orders.

4. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY

A. Disclaimer of Warranties.

- (1) **General.** CenturyLink provides the Service "as is" with all faults, and you understand and agree that we are providing these items to you without any warranties of any kind, including no implied warranties of non-infringement, title, merchantability, fitness for a particular purpose, accuracy, or compatibility of computer systems, and any such warranties are expressly disclaimed. No advice or information that CenturyLink provides you will create a warranty. Such advice or information is offered solely to help you with any problems you may be having.
- (2) **Provision and Operation.** Even though we may take your order for Service, that does not mean we will absolutely be able to provide the Service to you. After your order is taken, we will be assessing our ability to implement the Service at your location. It may be that we are unable to

provide the Service to you. If we ultimately decide we can provide the Service, we may need to change the original Service date. CenturyLink does not warrant or guarantee uninterrupted, error-free, or secure Service. CenturyLink disclaims all liability or responsibility if the Service changes or if Service performance changes or reduces. We do not represent or warrant that the technicians doing such work have any special expertise regarding the Service.

- B. Direct Damage Limitations.** CenturyLink is not liable for any damages directly arising out of or in connection with any: (1) act or omission by you, or another person or entity using the Service; (2) provision or failure to provide Service; (3) content or information accessed while using the Service; (4) death or personal injury of any person or damage to personal or real property, or (5) interruption or failure of the Service. Your sole remedy for any damages or claims in connection with the Service is that we will correct any alleged or actual defects in such work or materials that are our responsibility, without additional charges. If, for any reason, this limitation is held to be unenforceable, you agree that any damages we might have to pay will not exceed the portion of the monthly recurring charges (excluding all nonrecurring charges, fees, surcharges, and taxes) you have paid us for the Service during the affected period.
- C. No Consequential or Other Damages.** Under no circumstances is CenturyLink liable for any incidental, consequential, indirect, punitive or special damages of any kind arising out of or in connection with the Service, whether in contract, tort, strict liability, or otherwise, including, without limitation, lost profits or revenue, loss of opportunity, or cost of replacement services.
- D. Indemnification.** You will indemnify and defend CenturyLink, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all third-party claims, damages, fines, costs, losses, or liabilities, including reasonable attorneys' fees and punitive damages, arising from or relating to: (1) any violation of applicable laws, regulations, or any provision of this agreement, (2) installation of, connection to, modification of, repair to, provisioning of, or use of Service, (3) death of any person, (4) damage to personal or real property, (5) any incorrect or misleading information, or claims for libel, slander, invasion of privacy, identity theft, or intellectual property infringement with respect to the Service, or (6) the absence, failure, malfunction, or outage of Service that is alleged to have resulted, in whole or in part, from your negligent acts or omissions, the negligent acts or omissions of your contractors, subcontractors, directors, officers, employees, or authorized agents, or the negligent acts or omissions of any person who uses the Service with or without your permission.
- E. Extension of Limitations.** All limitations in this section also apply to CenturyLink's third-party licensors, contractors, and suppliers, as third party beneficiaries of this agreement.
- F. Coverage and Survival.** Unless applicable law expressly provides otherwise, the remedies described here are the only ones we offer you. All provisions of this section will survive and continue to apply after this agreement is canceled or terminated.

5. DISPUTE RESOLUTION

- A. Dispute Process.** Most Subscriber concerns can be resolved quickly and to Subscriber's satisfaction by contacting our customer service department or through our website. If our customer service department is unable to resolve a complaint you may have to your satisfaction or if CenturyLink has not been able to resolve a dispute it has with you after attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.
- B. Mandatory Arbitration of Disputes.** You and CenturyLink agree to arbitrate any and all claims, controversies or disputes of any kind ("Claims") against each other, including but not limited to Claims arising out of or relating to this agreement, or any CenturyLink services, software, billings, advertisings, or equipment. This agreement to arbitrate is intended to be broadly interpreted and applies to, among others: all Claims regardless of whether they are based in contract, tort, statute, fraud, misrepresentation or any other legal theory; all Claims that arose prior to your receipt of Service from CenturyLink (such as from advertisings) or prior to this agreement; all Claims that arise after the termination of the Service to you or after the termination of this agreement; all Claims you may bring against CenturyLink's employees, agents, affiliates or other representatives; and all Claims that CenturyLink may bring against you. The sole exception to this arbitration agreement is that either you or CenturyLink may, in the alternative, bring Claims in a small claims court having valid jurisdiction. You

and CenturyLink agree, however, that neither CenturyLink nor you will join any Claim with a claim or claims of any other person(s) or entity(ies), whether in a lawsuit, arbitration, or any other proceeding. You and CenturyLink agree that no Claims will be asserted in any representative capacity on behalf of anyone else, that no Claims will be resolved on a class-wide or collective basis, that no arbitrator or arbitration forum will have jurisdiction to adjudicate or determine any Claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply.

- (1) **Arbitration Procedure.** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice” or “Notice of Dispute”). The Notice to CenturyLink should be addressed to: 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department (“Notice Address”). The Notice must: (1) describe the nature and basis of the Claim; and (2) set forth the specific relief sought (“Demand”). If CenturyLink and you do not reach an agreement to resolve the Claim within sixty (60) days after the Notice is received, you or CenturyLink may commence an arbitration proceeding. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with the American Arbitration Association (“AAA”), the arbitrator will be selected according to the AAA’s procedures and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and Claims will be resolved pursuant to this Mandatory Arbitration of Disputes provision and the AAA’s rules in effect when the Claim is filed. Claims also may be referred to another arbitration organization if you and CenturyLink agree in writing or to an arbitrator appointed pursuant to section 5 of the FAA. The arbitration will be confidential, but you may notify any government authority of your Claim. At your election, arbitration hearings will take place in the federal judicial district of your Service location.
- (2) **Arbitrator’s Authority.** The arbitrator is bound by the terms of this agreement, and the arbitrator’s authority is limited to Claims between you and CenturyLink alone. The arbitrator has no authority to join or consolidate Claims, or adjudicate joined or consolidated Claims, unless you and CenturyLink agree in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Mandatory Arbitration of Disputes provision are for the court to decide. The arbitrator’s decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. The arbitrator can award the same damages and relief that a court can award, including the award of declaratory or injunctive relief; provided, however, that any declaratory or injunctive relief may only be in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim.
- (3) **Costs of Arbitration.** You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought the Claim in court. We will be responsible for any additional arbitration fees. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. If the arbitration proceeding is decided in CenturyLink’s favor, you shall reimburse CenturyLink for the fees and costs advanced to you only up to the extent awardable in a judicial proceeding. If the arbitration proceeding is determined in your favor, you will not be required to reimburse CenturyLink for any fees and costs advanced by CenturyLink. If a party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorneys’ fees and costs incurred in that appeal. Notwithstanding anything to the contrary in this Mandatory Arbitration of Disputes provision, CenturyLink will pay all fees and costs that it is required by law to pay.
- (4) **Changes.** Notwithstanding any provision in this agreement to the contrary, you agree that if CenturyLink makes any future change to this Dispute Resolution provision (other than a change to the Notice Address listed above) during the period of time that you are receiving the Service, you may reject any such change by sending CenturyLink written notice within 30 days of receiving notice of the change. Your rejection notice must be sent to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No changes, however, that are made to this provision after either party has submitted a Notice of Dispute shall be effective as to your and CenturyLink’s pending dispute and/or arbitration.

- (5) **Governing Law, Enforcement, and Waivers.** The Federal Arbitration Act, and not state law, applies to this Dispute Resolution provision and its provisions and, governs all questions of whether a Claim is subject to arbitration. If any portion of this Dispute Resolution provision is determined to be invalid or unenforceable, the remainder of the provision remains in full force and effect. If for any reason, the above provisions on arbitration are held unenforceable or are found not to apply to a Claim, you and CenturyLink waive the right to a jury trial on your respective Claims, and waive any right to pursue any Claims on a class or consolidated basis or in a representative capacity. If any party files a judicial or administrative action asserting a Claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

6. GENERAL

A. Notices.

- (1) **Notices to You.** We will provide notices to you under this agreement in a variety of ways. Notices may be posted to <http://www.centurylink.com> or other CenturyLink website we direct you to. If we send you a notice, the notice will be considered given to you when we hand deliver it to you; send it to you at an email address that you have provided to us when you signed up for Service or at a later time; or put it in the U.S. Mail or with overnight courier mailed to you at your billing address. We also may provide some notices or information to you in your bill itself, in the section for messages, and such messages are considered given to you as of the date of the bill.
- (2) **Notices to Us.** If you want to provide notice to us either because this agreement requires it or because you have a matter you want to bring to our attention, you should notify us at the customer service telephone number on your bill or write us at 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department.

B. Unlawful, Abusive, or Fraudulent Purposes. You agree to not use the Service for any unlawful, abusive, or fraudulent purpose, including using these items in a way that violates any laws or another's rights. You agree to not harass, abuse, threaten, or defame CenturyLink, or any employees or contractors of CenturyLink.

C. No Resale, Distribution, Transfer, or Assignment. You will not to resell, distribute, transfer, or assign this agreement or the Service. CenturyLink may assign this agreement and your rights and obligations under this agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

D. Applicable Law. The law that will be considered relevant in deciding what this agreement means and how it should be enforced will be federal laws or regulations, as well as those of the state and local area where we provide the Service to you. If any provision in this agreement is declared to be illegal or in conflict with any law or regulation, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions.

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 CenturyLink and you, and the written or oral statements of any salesperson, installer, customer service representative, authorized retailer, or other individual does not change this agreement. The terms of this agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, will continue thereafter until fully performed. If either you or CenturyLink fails to enforce or waives any requirement under this agreement that does not waive that party's right to later enforce that requirement in the future.