

CENTURYLINK LONG DISTANCE SERVICE AGREEMENT (Residential Services)

Thank you for selecting CenturyLink as your provider of presubscribed state-to-state and/or international long distance services ("Service"). The term "Service" also includes any additional features and services that you may purchase from CenturyLink not covered by another agreement and intrastate or in state long distance service ("Intrastate Services") provided by CenturyLink, except where (i) prohibited by law, (ii) it conflicts with tariffs/price lists/catalog pages that are effective with respect to Intrastate Services, or (iii) a separate contract with CenturyLink applies to the Intrastate Services; however at such time, if ever, that (i), (ii) or (iii) cease to apply, then this Agreement will automatically and without further notice apply to such Intrastate Services. Tariffs/price lists/catalog pages for Intrastate Services provided by CenturyLink (each, a "State Rate Schedule") can be accessed by searching the Tariff Library for your state at www.centurylink.com/tariffs by entering the applicable state, entity type (IXC), CenturyLink entity, and Interexchange tariff.

Your enrollment in, activation of, use of, or payment for Service constitutes your acceptance of this Agreement, and you represent that you are of legal age to enter into this Agreement and are bound by it. You should read this Agreement in its entirety, but even if you choose not to read it, its disclosures, terms and conditions will be legally binding upon you. If you do not accept this Agreement, do not use the Service and call CenturyLink immediately at the phone number on your invoice or at [Residential Customer Service](#) to cancel your Service.

BELOW ARE IMPORTANT PROVISIONS IN THIS AGREEMENT THAT AFFECT YOUR RIGHTS UNDER CERTAIN CIRCUMSTANCES:

- **SECTION 5(b) CONTAINS YOUR CONSENT FOR CENTURYLINK TO SEND TEXT MESSAGES TO MOBILE PHONE NUMBERS YOU HAVE PROVIDED, SEND YOU EMAILS, AND PLACE PHONE CALLS TO YOU, INCLUDING THROUGH AUTOMATED TELEPHONE DIALING EQUIPMENT OR ARTIFICIAL OR PRERECORDED VOICE MESSAGES, ABOUT THE FOLLOWING: MARKETING OFFERS OR ADVERTISING CONTENT OR INFORMATION ABOUT SERVICES AND YOUR ACCOUNT, INCLUDING INFORMATION ABOUT INSTALLATIONS, APPOINTMENTS, REPAIRS, AND COLLECTIONS.**
- **SECTIONS 6 AND 7 CONTAIN LIMITATIONS ON CENTURYLINK'S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM CENTURYLINK FOR ISSUES YOU MAY ENCOUNTER WITH YOUR SERVICE.**
- **SECTION 10 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE ANY DISPUTE WITH CENTURYLINK OR FILE ANY LAWSUIT AGAINST CENTURYLINK AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY.**

CENTURYLINK STRONGLY ENCOURAGES YOU TO READ YOUR BILL EACH MONTH.

- All Service is provided to you at the amounts shown on your CenturyLink bill. If you have any question about your bill or any charge on your bill, please contact CenturyLink using the phone number on your bill or the customer service links above. CenturyLink will work with you to make sure you understand every aspect of your bill and try to resolve any issue or dispute you might have.
- CenturyLink may include important messages related to your Service or changes to the agreements between you and CenturyLink in the body of the invoice or as an attachment, link, or insert with your invoice. It is your responsibility to read and understand these messages.

CenturyLink does not guarantee Service and strongly encourages you to take steps to prevent losses from issues you may encounter with your Service. CenturyLink highly recommends against using your Service, in any manner that may cause you to suffer damage or loss of any kind should your Service become unavailable or suffer from performance issues. For example, if you use your Service for any business or commercial purpose, CenturyLink urges you to consider obtaining business interruption insurance to cover the risk of business or commercial losses.

This Agreement incorporates by reference the CenturyLink Communications, LLC Interstate and International Rates and Services Schedules ("Rate and Service Schedule"), located on CenturyLink's website at www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_9.pdf and at its offices, 100 CenturyLink Dr, Monroe, LA 71203, and any applicable State Rate Schedule for Intrastate Services. Certain initial service terms and some other services may be governed by CenturyLink's tariffs filed with the Federal Communications Commission ("FCC") or appropriate state commissions. All Rate and Service Schedules and State Rate Schedules may be modified from time to time as specified in these documents or as permitted by law. All URLs in this Agreement include and incorporate any successor URLs. You agree that CenturyLink's use of successor URLs and content contained therein does not cause a material and adverse economic impact to you.

1. Definitions

"*CenturyLink*" is a tradename referring to the affiliates of Lumen Technologies, Inc. that provides you Service, including CenturyLink Communications, LLC. Lumen Technologies, Inc. does not provide Service.

"*Force Majeure Event*" means an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from CenturyLink's failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

"*MRCs*" means monthly recurring charges.

"*NRCs*" means non-recurring, one-time charges.

"*Payment Services*" means CenturyLink electronic and online methods you use to view and pay such invoices to CenturyLink, including, but not limited to, the following: bank draft, credit/debit/charge card, MyCenturyLink or other CenturyLink account portals, AutoPay, eBilling, Quick Bill Pay, and payments you make through interactive voice response systems or through websites associated with or linked from CenturyLink websites, which may change at any time in CenturyLink's sole discretion with prior written notice to you.

"*Regulatory Activity*" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"*Taxes*" means foreign, federal, state and local taxes, tariffs, duties, other similar charges, and any other imposition or tax-like charges that may be imposed, that governmental entities or agencies may pass on to you, or require us to collect from you, or that governmental authorities collect or require us to collect from you in support of programs, funds, or third parties, regardless of whether applicable law assesses them on you or us. In some jurisdictions, certain Taxes are included in the MRC pursuant to state or local law. CenturyLink collects payment from Customers for Taxes, and CenturyLink remits what is collected to applicable governmental entities or agencies, or quasi-governmental authorities. Taxes may be subject to change or increase as required by law or regulation without written notice to you.

2. Service Usage

You are responsible for all usage and associated fees for the Service you have ordered, whether or not you have authorized such usage. The Service is provided only for your use, and you may not resell, assign, or

transfer your rights associated with the Service without prior written consent from CenturyLink; however, the Service may be used for the transmission of communications by you or someone that you authorize to use it.

3. Restriction on Use of Service

You may not use the Service in a manner that violates federal, state, or local laws and rules, or in a manner that interferes or could interfere with services provided to others or that could harm CenturyLink's facilities. Your use of the Service is subject to, and you agree to comply with, the applicable Acceptable Use Policy posted at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>, including all future revisions ("AUP"). You agree not to use the Service in any way that violates the AUP or in a way that impacts CenturyLink network resources or CenturyLink's ability to provide services. If you suspect fraudulent or unlawful use of your Service, please contact CenturyLink immediately at the phone number on your invoice or at [Residential Customer Service](#).

4. Suspension/Termination of Service

Subject to any service period and/or charges for termination/early termination; you may terminate the Service upon reasonable notice to CenturyLink. If service is terminated by you or CenturyLink on any day other than the last day of your applicable billing cycle and the service location is in Florida, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, or South Dakota, your payment for that month of Service will not be prorated or refunded and your Service will continue to be available through the end of that applicable billing cycle. If service is terminated by you or CenturyLink prior to the end of a monthly billing cycle and the service location is in a state not listed in the preceding sentence, your payment for that month of service will be prorated and refunded for any amounts you have paid for the remaining billing cycle. CenturyLink may suspend or terminate the Service with or without notice if you fail to pay any charge when due or if you or your use of the Service violates the Agreement, an applicable Rate and Service Schedule, or an applicable State Rate Schedule. If CenturyLink has reason to suspect unlawful use, abuse, fraudulent usage, interference with services provided to others, actual or anticipated harm to its facilities, or actual or anticipated non-payment, it may immediately and without notice or liability, deactivate or suspend the Service, and CenturyLink may temporarily refuse, limit, interrupt, or curtail your Service as necessary. CenturyLink may withdraw and terminate all or any part of the Service upon 30 days' notice to you.

5. Privacy

(a) By using the Services, you acknowledge and agree to comply with the CenturyLink Privacy Notice posted at www.centurylink.com/aboutus/legal/privacy-notice.html. This notice describes how CenturyLink handles and protects your information, including customer proprietary network information, and how CenturyLink markets and communicates with you. The CenturyLink Privacy Notice may change from time to time without notice to you.

(b) You understand and agree that CenturyLink and its partners, agents, and contractors may send you emails at the addresses you have provided, place phone calls and send text messages to the phone numbers you have provided, or use automated telephone dialing equipment or artificial and prerecorded voice messages to contact you by phone or text messages in connection with the following: marketing offers or advertising content about Services or other CenturyLink- provided services or information about Services, your CenturyLink account, or other CenturyLink-provided services which may include messages and calls related to installations, appointments, repairs, or collections. For phone calls and text messages, you understand and agree that CenturyLink may contact you at any phone numbers you have provided or will provide in the future, including wireless or mobile phone numbers. You also consent to the text message terms at <https://www.centurylink.com/home/help/account/sms-terms-and-conditions.html>. You understand that standard per minute and text message charges apply for phone calls or text messages to wireless or mobile phone numbers. You may revoke this express written consent by contacting CenturyLink at the phone number on your invoice or at [Residential Customer Service](#), by expressly opting-out on our [Marketing Preferences](#) website, [or by opting-out via a direct response to such email, phone call, or text message](#). You agree that this express written consent is not a condition of purchase.

6. Warranty

THE SERVICE, INVOICE, PAYMENT SERVICES AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. CENTURYLINK PROVIDES THE SERVICE WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CENTURYLINK DOES NOT PROMISE UNINTERRUPTED OR ERROR FREE SERVICES. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

7. Limitations of Liability

THE LIMITATIONS OF LIABILITY IN THIS SECTION APPLY REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE), EXCEPT AS TO A PARTY WHOSE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE CAUSED YOUR DAMAGES OR LOSSES. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 10(b)(ii).

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE AND ACCESS THE SAME AT YOUR OWN RISK. CENTURYLINK DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING FROM FAILURE TO REACH 911, NETWORK FAILURE, INTERRUPTIONS IN SERVICE OR DELAYS IN TRANSMISSION. CENTURYLINK RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE ANY DAMAGE OR INJURY. ALLOWANCES FOR INTERRUPTIONS IN SERVICE SHALL BE GRANTED UPON REQUEST AND AT CENTURYLINK'S SOLE DISCRETION.

(b) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY, CENTURYLINK WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE RESULTING FROM AN ACT OR OMISSION OF THE THIRD PARTY, AND YOU SHOULD SEEK RELIEF FROM ANY SUCH THIRD-PARTY.

(c) Payment Services.

(i) PAYMENT SERVICES UTILIZE, IN WHOLE OR IN PART, OTHER PROVIDERS AND THE PUBLIC INTERNET AND NETWORKS TO TRANSMIT INVOICE INFORMATION AND YOUR ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT CENTURYLINK CANNOT GUARANTEE THAT PAYMENT SERVICES ARE COMPLETELY SECURE. THERE IS A RISK THAT THIRD PARTIES MAY ATTEMPT TO ACCESS PAYMENT SERVICES ON YOUR BEHALF OR ATTEMPT TO OBTAIN INFORMATION AND DATA RELATED TO PAYMENT SERVICES, INCLUDING ACCOUNT AND PAYMENT INFORMATION. YOU ACKNOWLEDGE THIS RISK AS INHERENT TO THE NATURE OF THE PAYMENT SERVICES AND YOU AGREE TO TAKE ADEQUATE SECURITY PRECAUTIONS TO SAFEGUARD YOUR INFORMATION AND DATA.

(ii) CENTURYLINK DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF YOU, OTHER PROVIDERS, OR THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT CENTURYLINK HAS NO LIABILITY IF: (A) YOU PROVIDE INCORRECT OR ERRONEOUS ACCOUNT OR PAYMENT INFORMATION; (B) YOU FAIL TO UPDATE YOUR ACCOUNT OR PAYMENT INFORMATION; (C) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWS THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (D) CENTURYLINK IS PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (E) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS

CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (F) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME, INCLUDING WHEN YOU ARE ATTEMPTING TO USE PAYMENT SERVICES TO PAY YOUR INVOICE; OR (G) THERE ARE ANY DELAYS OR FAILURES IN THE PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND CENTURYLINK'S REASONABLE CONTROL.

(iii) ACCOUNTS CREDITED WITH A PAYMENT THAT IS SUBSEQUENTLY RETURNED FOR ANY REASON BY YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER, INCLUDING BUT NOT LIMITED TO INSUFFICIENT FUNDS, ACCOUNT CLOSED OR INVALID ACCOUNT NUMBER, ARE DEBITED FOR THE AMOUNT OF THE ORIGINAL PAYMENT AND ALL APPLICABLE RETURNED CHECK CHARGES OR OTHER, SIMILAR CHARGES. YOUR CENTURYLINK ACCOUNT MAY ALSO BE TEMPORARILY SUSPENDED IMMEDIATELY UPON CENTURYLINK'S RECEIPT OF THE DENIAL OF PAYMENT OR RETURNED CHECK AND REMAIN SUSPENDED UNTIL PAYMENT IS RECEIVED VIA A CASH TRANSACTION, *E.G.*, CASH, CASHIER'S CHECK, OR MONEY ORDER.

(iv) CENTURYLINK DOES NOT GUARANTEE THAT PAYMENT SERVICES WILL BE AVAILABLE AT ALL TIMES OR WITHOUT DELAY; YOU REMAIN RESPONSIBLE FOR PAYING YOUR BILL REGARDLESS OF THE AVAILABILITY OF PAYMENT SERVICES. If you are unable to view or pay your invoice electronically or online for any reason, contact CenturyLink Customer service by calling the phone number on your bill or through the [Residential Customer Service](#) website.

(d) THE LIABILITY OF CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS IS FURTHER LIMITED AS FOLLOWS:

(i) FOR CLAIMS RELATED TO DAMAGES OR LOSSES TO REAL OR PERSONAL PROPERTY, PERSONAL INJURY, AND WRONGFUL DEATH, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER;

(ii) FOR CLAIMS RELATED TO ANY LOSS OR LACK OF PRIVACY AS TO, USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR FILES, INFORMATION OR DATA, INCLUDING ANY ACCOUNT OR PAYMENT INFORMATION, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER; AND

(iii) FOR ALL OTHER CLAIMS, INCLUDING CLAIMS RELATING TO OR ARISING OUT OF THE SALE OF THE SERVICE, YOUR USE OF THE SERVICE, AND CENTURYLINK'S BILLING FOR THE SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO CENTURYLINK IN THE SIX MONTHS PRIOR TO NOTIFYING CENTURYLINK OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING SERVICE, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO CENTURYLINK DURING THE LAST SIX MONTHS BEFORE TERMINATING SERVICE.

(iv) REGARDLESS OF WHETHER CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, DIMINUTION IN VALUE, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SERVICE.

(e) CENTURYLINK, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER IF SUCH DELAY OR FAILURE IS

CAUSED BY A FORCE MAJEURE EVENT OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.

8. Indemnification

You agree to indemnify, defend, and hold harmless CenturyLink and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service; (b) installation, modification, or use of the Service by you and/or any parties who use your Service, with or without your permission; or (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; or (e) negligent acts, errors, or omissions, gross negligence, or intentional misconduct by you.

9. Service and Features

The Service will allow you to complete calls between locations specified in the Rate and Service Schedule and State Rate Schedule, subject to limitations and qualifications contained therein. Subject to the terms of this Agreement and the Rate and Service Schedule and State Rate Schedule, Service is provided on a monthly basis, twenty-four (24) hours a day.

10. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS (AS OPPOSED TO ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS), THROUGH PRE-SUIT DISPUTE RESOLUTION, AND IF APPROPRIATE, BY COURT ACTIONS DECIDED BY A JUDGE (NOT BY A JURY). IT LIMITS YOUR TIME TO NOTIFY CENTURYLINK OF A DISPUTE AND LIMITS YOUR TIME TO FILE ANY CLAIM, DISPUTE, ACTION, OR LAWSUIT. THIS SECTION GOVERNS ALL DISPUTES, CLAIMS, ACTIONS, OR LAWSUITS BETWEEN YOU AND CENTURYLINK ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY.

(a) Pre-Filing Requirements. Before filing or commencing any lawsuit, claim, or action in any court, you must first present any claim or dispute to CenturyLink in writing in a manner reasonably sufficient to allow CenturyLink a fair and adequate opportunity to resolve the dispute without litigation ("Notice of Claim"). Any Notice of Claim should be emailed to legalaffairs@lumen.com or mailed to Lumen Technologies, Attn: Litigation Department, 931 14th Street, Suite 900, Denver, CO 80202.

THESE PRE-FILING REQUIREMENTS ARE MATERIAL TERMS OF THIS AGREEMENT PROVIDING YOU AND CENTURYLINK WITH SUBSTANTIVE, NOT MERELY PROCEDURAL, RIGHTS. YOUR FAILURE TO ABIDE BY THEM MAY BE GROUNDS FOR DISMISSAL OF ANY LAWSUIT.

(i) *Notice of Claim Must Be on an Individual Basis*. Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this agreement for two or more claimants to include claims in a single Notice of Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.

(ii) *Fair and Adequate Opportunity to Resolve the Dispute*.

(A) CenturyLink commits to work with you in good faith to resolve any disputes you may have. For your individual Notice of Claim to provide CenturyLink a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:

- (1) the CenturyLink account number(s) for the account(s) related to the claim or dispute;
- (2) a reasonable description of the facts underlying the claim or dispute, including relevant dates when you experienced billing, Service, or other issues;
- (3) an estimate of your money damages and how those damages were calculated;
- (4) a description of any relief sought other than money damages; and
- (5) supporting documentation, including copies of your bills supporting any billing dispute.

In addition to the information provided in your Notice of Claim, you also agree to respond within a reasonable time to any request from CenturyLink for additional information to support or clarify your claim or dispute.

(B) If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation, then your individual Notice of Claim also must identify:

- (1) the content of any alleged false or misleading statement or advertisement;
- (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
- (3) how you received that statement or advertisement; and
- (4) if the alleged false or misleading statement was made by a particular person, that person's name or affiliation with CenturyLink (e.g., CenturyLink employee, CenturyLink-authorized service technician, or contractor).

(C) Using information you provide pursuant to Sections 10(a)(ii)(A) and (B), CenturyLink will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. CenturyLink will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections 10(a)(ii)(A) and (B), CenturyLink is not obligated to search its records.

(iii) *60-Day Pre-Filing Period.* If you and CenturyLink are unable to resolve your claim or dispute within 60 days after CenturyLink receives your Notice of Claim that meets the requirements of Sections 10(a)(i) and 10(a)(ii) ("60-Day Pre-Filing Period"), you may file a court action consistent with these Dispute Resolution Terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in Section 10(a)(i), or because it does not include the information required by Section 10(a)(ii), then the 60-Day Pre-Filing Period will not begin until the first date on which CenturyLink has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of Sections 10(a)(i) and 10(a)(ii), but you fail to respond to a reasonable request from CenturyLink for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.

(iv) *Pre-Filing Tolling Period.* Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days *after* CenturyLink receives your Notice of Claim ("Pre-Filing Tolling Period"). If you fail to respond to a reasonable request from CenturyLink for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of CenturyLink's request.

(b) Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. By this Agreement, both you and CenturyLink waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis.

(i) *Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases.* Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this agreement for two or more claimants to (1) include claims in a single Notice of Claim; (2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same CenturyLink account.

(ii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* As consideration for the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 10(b), CenturyLink agrees that:

- (A) CenturyLink will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;
- (B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds CenturyLink's highest offer of settlement during the 60-Day Pre-Filing Period, CenturyLink will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;
- (C) Nothing in this Agreement, including the limitations on liability in Section 6, will prevent or limit the recovery of statutory remedies;
- (D) The damage cap in Section 7(d)(iii) is increased so that it will not exceed the total charges you paid to CenturyLink in the twelve months prior to notifying CenturyLink of your dispute. If you give notice of a dispute after terminating service, the damage cap in Section 7(d)(iii) is increased so that it will not exceed the charges you paid to CenturyLink during the last twelve months before terminating service; and
- (E) CenturyLink will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that CenturyLink retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this Section 10(b)(ii) is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award of attorneys' fees, costs, and expenses than allowed under Section 10(b)(ii), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under both Section 10(b)(ii) and applicable law.

(iii) *Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis not severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.* If a court deems Section 10(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then Section 10(b)(ii) (Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) shall also be unenforceable and severed from this agreement.

(c) Waiver of Right to Jury Trial. **BOTH YOU AND CENTURYLINK WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL CLAIMS.** To the extent court action is appropriate under this Agreement, any trial of your claims and CenturyLink's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in Section 10(d).

(d) Waiver of Jury Trial Not Servable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis. If a court deems Section 10(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action for any reason, the Waiver of Right to Jury Trial in Section 10(c) shall be unenforceable and severed from this agreement.

(e) Limitation on Time to File Any Claim, Dispute, or Lawsuit. YOU MUST NOTIFY CENTURYLINK OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 60 DAYS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR INVOICE, YOU MUST NOTIFY CENTURYLINK OF THE DISPUTE WITHIN 60 DAYS OF THE DATE OF YOUR INVOICE. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 60 DAYS OF YOUR DISPUTED INVOICE. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

11. Changes to Service or this Agreement. To the extent allowed under applicable law, CenturyLink may:

(a) Effective upon posting to www.centurylink.com/tariffs, or upon any written notice to you, including email and messages on or with your invoice, change this Agreement in a way that does not directly result in a material and adverse economic impact to you. Please regularly check the website, your bill, and your email for any changes.

(b) Effective upon posting to the Rate and Service Schedule /State Rate Schedule and 30 days written notice to you, including email and messages on or with your invoice: (i) increase MRCs and/or NRCs, (ii) change the Service and/or this Agreement in a way that directly results in a material and adverse economic impact to you, (iii) stop offering the Service and/or (iv) change the Dispute Resolution provision (Section 10). CenturyLink may reduce the foregoing notice period if such increase is based upon Regulatory Activity.

If your Services or this Agreement are changed as outlined in Section 11(a) above and you disagree with the changes, you must cancel the Service immediately upon posting or any notice to you. If your Service or this Agreement are changed as outlined in Section 11(b) above and you disagree with the changes, you must cancel the Services prior to the effective date of the changes. Your continued use of the Service after the applicable posting or notice period constitutes acceptance of any changes. If you later conclude you no longer agree to the terms of your Service, you must immediately stop using the Service and terminate your Service. Section 4 describes how you can terminate your Service. Any changes you make or other terms you add to this Agreement, or propose in any other documents, written or electronic, are void.

12. Eligibility, Credit Check and Security Deposits

Your credit history may require you to pay a security deposit before activation of your Service. Security deposits must be cash, credit card or certified funds. Unless otherwise determined by CenturyLink or required by law, no interest shall accrue for the benefit of the customer for any such security deposit. Security deposits will be held in your account until you have established 12 consecutive months of satisfactory payment history, at which time a credit will be issued to your account. At CenturyLink's option, deposits may be refunded or credited to you at any time.

13. Service Plans, Charges and Billing

(a) Rates. All Service is provided to you at the amounts shown on your CenturyLink bill. The plan you select determines your MRCs and applies to calls you initiate. Some plans have monthly fees or minimum monthly charges. At any time, you can contact us at the phone number on your invoice or at Residential Customer Service for further details about your plan or review it in the Rate and Service Schedule and State Rate Schedule. If you have questions or believe the amounts shown on your CenturyLink bill differ from the

amounts disclosed to you during the ordering process as reflected in your order confirmation or service agreement, please immediately contact us at the phone number on your bill or at [Residential Customer Service](#). You are responsible for any charges associated with the Service, including without limitation, MRCs, NRCs, any applicable usage charges, maintenance, changes to Service, Taxes, fees, surcharges, additional charges to recover costs related to the Service, charges related to costs we incur in association with providing the Service, amounts assessed by third parties, including direct and indirect tariffs and duties, and other charges. Also, certain additional features and applications may be provided as part of the Service or that you may select may include additional rates and charges. All charges stated in the Rate and Service Schedule and State Rate Schedule are exclusive of any Taxes, fees, or surcharges, additional charges to recover costs related to the Service, costs we incur in association with providing the Service, amounts assessed by third parties, including direct and indirect tariffs and duties, imposed now or in the future. You agree to pay these amounts in addition to the stated rates and charges.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service, unless the discount or promotional offer specifically states that existing customers are eligible, and in that instance, you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service, or disconnect and reconnect Service, may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period, but we reserve the right to alter this time period at any time without notice to you.

(b) Additional Charges. In addition to any applicable charges, CenturyLink may impose fees or surcharges, additional charges to recover costs related to the Service, charges related to costs we incur in association with providing the Service, and amounts assessed by third parties. These additional charges are not Taxes and are not required by law but are set by CenturyLink and may change.

(c) Billing. Service shall be automatically provided and billed on a monthly basis until terminated by CenturyLink or by you. CenturyLink may periodically discontinue certain Service, subject to applicable law. You must notify CenturyLink promptly of any change in your billing address. Usage charges are billed after each usage cycle, unless otherwise specified in the Rate and Service Schedule/State Rate Schedule. Minimum usage charges and MRCs may be billed in advance or in arrears, depending upon the plan selected by you. NRCs are payable when the plan for which they are specified has been ordered. Unless the applicable Rates provide otherwise, CenturyLink will bill for Service in whole-minute increments with partial minutes of use rounded up to the next whole minute.

(d) Changes. Other than discounted or promotional MRCs and Service plans with MRCs that don't change, your MRCs for Service, Taxes, fees, surcharges, and additional charges are not guaranteed and may increase during the period in which you subscribe to Service. After completion of an applicable discounted or promotional period, the applicable MRCs will increase to the then-current rates.

14. Payments

You agree to pay for all charges billed for use of the Service regardless of whether such use was authorized by you. CenturyLink may make adjustments to charges calculated in error. CenturyLink is not liable for any damages, including toll charges, you may incur as a result of the unauthorized use of your telephone.

The charges will continue unless you inform CenturyLink promptly of any dispute and it determines that any charges were incorrect. IF YOU ARE UNABLE TO RESOLVE YOUR DISPUTE AFTER CONTACTING CENTURYLINK CUSTOMER SERVICE YOU MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN SECTION 10 OF THIS AGREEMENT.

Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. Interest on the amount due at the rate prescribed by law or applicable regulation which may accrue upon any unpaid amount commencing after the date the payment is past due. When billing is provided by a local exchange company on behalf of CenturyLink, the local exchange company's late payment charge will apply to past due amounts for Service. The local exchange company's late payment charge is set forth in the tariffs/price lists/catalog pages for that company as posted to

www.centurylink.com/tariffs. Checks returned to CenturyLink will incur a return charge fee of up to the maximum amount prescribed by law, applicable regulation, or set forth in the tariffs/price lists/catalog pages (if the local exchange company is billing for Service), in which event the charge will be equal to such different fee), which will be added to your Service account. To the extent permitted by applicable law, CenturyLink reserves the right to cease providing you a paper invoice via U.S. postal service, including ceasing to provide you a paper invoice once you elect to use or enroll in a Payment Service on a recurring basis. In such instances, you will no longer receive a paper invoice from CenturyLink. CenturyLink also reserves the right to assess additional charges to you if you choose to receive a paper invoice mailed to you regardless of whether you are enrolled in a Payment Service, request copies of prior invoices, or are enrolled in a Payment Service but request CenturyLink to provide you with a paper invoice on either a one-time or continuing basis.

15. Severability

If any term or provision of this Agreement is held invalid, illegal, or unenforceable, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect.

16. Governing Law

This Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Agreement shall be governed by the law of the state in which you receive the Services that are the subject of the dispute, claim, action, or lawsuit.

17. Entire Agreement

This Agreement, including the incorporated documents, sets forth all of the terms and conditions concerning the Service. This Agreement supersedes all prior agreements, discussions, representations, or other statements by you or CenturyLink, whether orally or in writing, relating to the Service. Neither you nor CenturyLink will be bound by any representations or statements made by any person relating to the Service which is not contained in this Agreement. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any CenturyLink employee, vendor, contractor, or agent at any time. CenturyLink reserves the right to terminate your Services, Software, and Equipment without notice in the event of such behavior.