

This standard agreement is not applicable to services governed by tariffs on file with the FCC or state regulatory authorities. Tariffs are located at <http://www.centurylink.com/tariffs>. CenturyLink has the ability to raise rates and change Services and the Agreement, with notice to Subscribers in certain instances; see Section 1.3 for applicable terms and conditions. This standard agreement prevails in the event of conflict with any CenturyLink Local Terms of Service.

CENTURYLINK STANDARD AGREEMENT FOR LOCAL SERVICES - RESIDENTIAL

1. GENERAL

1.1 Application. This standard agreement and all applicable CenturyLink Local Terms of Service, defined below (collectively, "Agreement"), will govern your use of Services and Products that are provided by the applicable CenturyLink local operating company serving your location and any affiliate of CenturyLink, to the extent such an affiliate provides a Service to you (collectively, "CenturyLink"). The Agreement is effective for customers already subscribing to Services, or is effective on the date customers subscribe to Services ("Effective Date"). Prior to the Effective Date, customers already subscribing to Services are subject to the then-existing CenturyLink tariffs. The Agreement supersedes any previous agreement or terms related to the Services and Products, including any prior CenturyLink tariffs. This standard agreement contains general provisions that apply to Services and Products. Applicable CenturyLink Local Terms of Service contain Service and state-specific information for your service location, and are posted to <http://www.centurylink.com/tariffs> ("Website").

When you activate a Service or purchase a Product, you will be agreeing to: (A) the terms of the Agreement, (B) any requirements in additional written materials we provided to you when you ordered that Service or Product, and (C) prices and charges we quoted to you. If you do not agree with the terms and conditions in the Agreement, please do not use the Service or Product, notify us immediately so we can cancel your Service or Product. You will be responsible for all usage charges, non-recurring charges, and the pro-rata portion of monthly recurring charges incurred prior to the effective date of the cancellation. In our sole discretion, we may accept or reject your order for a Service or Product for any reason.

In the Agreement, we use the terms "we," "us" or "our" to mean CenturyLink. When we say "you," "your" or "Subscriber", we mean you. You must be at least 18 years old to purchase a Service or Product. While you are the person buying a Service or Product, you may not be the only person using it. Please know that you are responsible for making sure the terms of the Agreement are followed by others who use a Service or Product.

Please read this standard agreement carefully. While all sections are important, please pay close attention to the section called "DISPUTE RESOLUTION" that governs how we handle disagreements between you and us.

1.2 Definitions.

- A.** "CenturyLink Local Terms of Service" means the Service-specific descriptions, charges, and terms and conditions applicable to Services in your location in addition to this standard agreement, all incorporated by reference into the Agreement as posted to the Website, or listed in a welcome package. **You agree that it is impractical to list in this document all of the Service descriptions, charges, and other terms applicable to the Services and that providing this information on the Website and making it available on request are reasonable means of providing you with notice of those terms.**
- B.** "Service" means retail, detariffed incumbent local exchange carrier telecommunications service offered by CenturyLink to residential customers, including when such Service is part of a package of services. Service does not include specifically-excluded services and non-telecommunication services such as: Lifeline or similar services, high-speed Internet service and Internet-related services, security services, Products, Product maintenance or warranty services, voice, data, or video line or wiring protection services, services still governed by tariffs, video or television services, or other services specifically

identified now or in the future by CenturyLink, each of which is governed by a different agreement.

- C. "Product" means any retail equipment, devices, hardware, software, cabling or other materials sold or leased to you by or through CenturyLink as a separate item from, or bundled with, a Service.

1.3 Changes to Services, Products, or the Agreement.

- A. **We Have the Right to Make Changes.** We have the right to change the terms of the Agreement, Services, Products, and/or our prices or fees at any time (including the make-up of packages that include Services). If we make such changes, you agree that we have no obligation to replace or supplement 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 are to cancel the affected Service or Product, or terminate the Agreement. If you continue to use the affected Service or Product after we make changes, you agree that we can consider that continued use to be your consent to the change(s).**
- B. **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 affected Service or Product.
- C. **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 at the Website. Changes will become effective on the date described in any notice.

2. USAGE

- 2.1 **Use of Services and Products.** You agree: (A) to use the Services and Products only for residential purposes, not business or commercial purposes; (B) to ensure that your actions and equipment do not directly or indirectly interfere with CenturyLink's ability to provide Services or Products to others, or the quality of such Services or Products, or another's use of Services, Products, or CenturyLink's network; (C) to comply with all applicable laws and regulations when using Services or Products and that you will not use Services or Products in an unlawful, fraudulent, destructive, or abusive manner, or allow others to do so, and (D) that, **in our sole discretion and without liability to you, CenturyLink may place restrictions on the use of Services or Products, and immediately (even during your use of a Service or Product) disrupt, suspend, or terminate Services or Products without notice for violations, suspected violations, or to prevent violations of the Agreement, and may assess additional charges for violations of these limitations.**
- 2.2 **Maintenance.** You agree that we may restrict your use of a Service or interrupt its operation for maintenance activities (including activities involving any Product) to be sure that we can provide acceptable levels of a Service to all CenturyLink customers.
- 2.3 **Promotions.** You may be eligible for certain discounts, features, promotions, and other benefits associated with your subscription to a Service, purchase of a Product, or a package that includes a Service (each, a "Promotion"). You must meet all requirements to get and keep 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, and fees for that Service.

3. CHARGES; BILLING AND PAYMENT

- 3.1 **Credit Check; Deposits; Credit Limits.** You must have sufficient credit for us to provide you the Service or Product 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 or Product. If during our relationship we question your willingness or ability 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.

- 3.2 Term Plans.** You may purchase a Service either on a month-to-month plan or under a Term Plan. If you chose a Term Plan, you will be agreeing to commit to keeping and paying for the Service for a fixed number of months (for example, 12 or 24 or 36 months). A Term Plan will begin when the applicable Service is first installed or activated. When your current Term Plan ends, you may be given the option to select a new Term Plan or to receive the Service by paying on a month-to month basis, at a charge that may be higher than under a Term Plan.
- 3.3 Billing.** When the Service is available for your use, we will begin charging you monthly recurring charges and additional one-time charges (which we sometimes call non-recurring charges) may apply for the Service and/or any Products. 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. 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 or a Product 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.
- 3.4 Charges.** Our charges for the Service or a Product may change from time to time, but current, standard charges will be listed in the applicable CenturyLink Local Terms of Service at the Website, online at <http://www.centurylink.com>, or by calling us at the customer service number listed on your CenturyLink bill. 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 and Products. These could include activation and installation charges (including charges related to unique installation requirements at your Service location), Purchased Product charges, Leased Product charges, repair charges, shipping and handling fees, replacements charges, connection charges, usage charges, monthly fees, monthly minimums, any other fees, surcharges, assessments, taxes, and federal, state, and local government or quasi-government imposed or permitted charges. Taxes and government fees and surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you.
- 3.5 Payment.** You agree to pay all undisputed and authorized 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.
- 3.6 Nonpayment.** For each month that any portion of your charges are not paid in full by the due date (excluding any charges that are unauthorized on your bill or that you properly dispute with us), 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. 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 or Product 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. Notwithstanding the requirements above, CenturyLink shall postpone the disconnection of Service to you for a reasonable time, not in excess of 30 days, if you produce verification from a physician, or a public health or social services official, which states that Service is essential due to an existing medical emergency of yours, a member of your family or any permanent resident of the premises where Service is provided. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to us within five days.

- 3.7 Disputed Charges.** In the event of a dispute concerning your bill, we may require you to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures described in the Agreement, shall continue and for not less than 45 days after the rendering of the disputed bill. Service shall not be disconnected for nonpayment of the disputed amount. The 45 days may be extended by up to 60 days if requested of the utility by the Iowa Utilities Board in the event you file a written complaint with the Iowa Utilities Board.
- 3.8 Early Termination Fee.** If you signed up for the Service under a Term Plan and you cancel your Service before the end of the Term Plan, you agree to pay a fee for your early termination. That fee will be either (a) an amount equal to the monthly recurring charges multiplied by the number of months remaining in the then-current Term Plan, or (b) such other amount as may be identified to you in a Promotional offer. We consider these early termination fees to represent our reasonable liquidated damages and not to be a penalty.

4. TERMINATION OF SERVICE

- 4.1 Service Provided Month-to-Month or Under a Term Plan.** We provide Services on either a month-to-month basis or under a Term Plan. For a Service offered on a month-to-month basis or under a Term Plan, the Agreement applies until either party terminates the Service. If you continue to purchase a Service on a month-to-month basis after completion of the applicable Term Plan, the Agreement will continue to apply until one of us chooses to terminate the Service.
- 4.2 Right to Terminate With Notice.** Either of us can stop our relationship by giving written notice to the other, as described in Section 9.1 (Notices) of this standard agreement. You should know, though, that if you are purchasing your Service under a Term Plan, we have the right to charge you the early termination fee described in the Agreement if you terminate our relationship earlier than we agreed on. If you no longer want to receive the Service or any other CenturyLink services, you can let us know by contacting us (including calling the CenturyLink-provided customer service number on your bill) and telling us you want to stop the Service and/or other services. It may take up to 30 days for us to disconnect your Service and you will be responsible for all charges incurred during this period.
- 4.3 Right to Terminate Without Notice.** 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 live up to your obligations under the Agreement. If such termination was to occur and you were receiving Service under a Term Plan, we have the right to stop providing the Service and we may charge you the early termination fee described in the Agreement. In addition to any applicable early termination fee, you are also responsible for all charges incurred up to the point when your Service is disconnected.
- 4.4 Payment Responsibilities after Termination.** Even after our relationship ends, you agree that you will continue to be responsible to pay CenturyLink for any outstanding balance you owe for your Service or Products, including any applicable 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 or Product during that cycle, along with any applicable non-recurring charges, taxes, surcharges, and other fees. If you reinstate Services following cancellation or termination, we may require you to pay a deposit or installation or activation fees.

4.5 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 the Agreement. Some examples of such events are: natural disasters (for example, 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.

5. EQUIPMENT AND SOFTWARE

5.1 CenturyLink-provided Products

A. Products Purchased from CenturyLink. If you buy a Product from us (rather than lease it), you will own it ("Purchased Product"). In addition to the purchase price, you agree to pay all applicable shipping, handling, or delivery charges associated with Purchased Product. From the time Purchased Product is delivered to you, you bear all risk of loss, theft, casualty or damage for it. If we determine that Purchased Product has a manufacturing defect, the applicable warranty, if any, will apply so long as the warranty is not expired or has been voided. If Purchased Product fails as a result of a manufacturing defect after any applicable warranty period, you may request that CenturyLink deliver replacement Purchased Product. If CenturyLink provides you replacement Purchased Product outside any warranty period, CenturyLink will charge you the full, retail cost for that Product. All replacement Purchased Product may or may not be the same model and may be new or fully inspected and tested by CenturyLink.

B. Products Leased from CenturyLink. Rather than you buying Product from us, we may provide Product to you for an additional monthly or yearly charge for your use during the time you subscribe to the Service ("Leased Product"). Leased Product may be new or it may be fully inspected and tested by CenturyLink and deemed suitable for use. If we consider it necessary, you agree that we may require you to replace existing leasing Product with new or reconditioned pieces. At all times, CenturyLink, not you, owns Leased Product, even if you attach the Leased Product to your property, and you agree that CenturyLink may make any necessary legal filings to show that we own it. If we need your help to make these filings, you agree to help us. You have no rights in the Leased Product other than to use it as we direct you. Your payments for the Leased Product only cover your use and are not applied toward buying that Product. If any Leased Product is removed or stolen from your physical location, you must let us know promptly to avoid any charges for unauthorized use the Leased Product. You are responsible for damage to Leased Product, other than reasonable wear and tear or damage that we may cause. You agree to return all Leased Product to us in the manner and within the timelines we provide you, and to pay all amounts we charge you (or retain any deposits) if you fail to return Leased Product properly, return it in a damaged condition, or return it after deadlines.

5.2 Subscriber-provided Products. If you do not purchase or lease Products from CenturyLink, you agree that you are responsible and liable for any damage caused to Services or Products due to any software or equipment that you use in connection with a Service or Product. CenturyLink and its affiliates and authorized agents or third-party vendors have no responsibility or liability if you cannot use a Service, Product, or if any of your software, equipment, or other functionality is damaged or does not work properly. Your use or combination of any equipment or software you provide may void any warranties on Products, and may adversely affect Services.

5.3 Software License. Where software is provided with a Service or Product, you are granted a limited, non-exclusive, and non-transferable license or sublicense to use the software, including any related documentation, solely to enable you to use Services and Products in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's third-party vendors, may be provided to you through click or shrink-wrap agreements and when you enable such software. You agree to comply with the terms and conditions of all such agreements when you enable

software. CenturyLink may suspend, block or terminate your use of any software if you fail to comply with any applicable licensing requirement. Your license or sublicense to use software will be in effect until CenturyLink or its third-party vendors terminate the license, sublicense, or your Service or Product is canceled or otherwise ends, unless the license agreement provides a different termination date. You agree not to modify, enhance, copy, or reverse engineer software in any way and that software is confidential and is the sole property of its owner. You agree not to disclose or reproduce it unless specifically authorized by CenturyLink or an authorized third-party vendor.

6. **DISCLAIMER OF WARRANTIES.** CENTURYLINK PROVIDES ALL SERVICES AND PRODUCTS “AS IS” WITH ALL FAULTS, AND YOU UNDERSTAND AND AGREE THAT WE ARE PROVIDING SERVICES AND PRODUCTS TO YOU WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF NONINFRINGEMENT, 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 WE PROVIDE YOU WILL CREATE A WARRANTY, AND SUCH ADVICE IS OFFERED SOLELY TO HELP YOU WITH ANY PROBLEMS YOU MAY BE HAVING. CENTURYLINK DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES OR PRODUCTS AND YOU AGREE TO HOLD CENTURYLINK HARMLESS FOR ALL SUCH PROBLEMS.

7. **LIMITATION OF LIABILITY**

7.1 **Direct Damages and Indemnification**

- A. **Our Liability.** CenturyLink’s liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Services shall in no event exceed an amount equivalent to the proportionate charge to you for the period of Service during which mistake, omission, interruption, delay, error, or defect in transmission occurs.
- B. **Your Indemnification of Us.** You will indemnify and hold us harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted using the Services, or infringement of patents arising from combining with or using in connection with, Services, your apparatus or systems; and against all other claims arising out of any act or omission of the customer in connection with Services.
- C. **Additional Restriction.** Services, in addition to the limitations set forth preceding, also are subject to the following limitation: CenturyLink shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over a Service, caused by your equipment.
- D. **Defacement of Premises.** CenturyLink is not liable for any defacement or damage to your premises resulting from the existence of our facilities, apparatus, and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of our negligence.
- E. **Outgoing and Incoming Service Privileges.** The CenturyLink Local Terms of Service govern and fix your outgoing Service and in no manner guarantee you the same incoming Service. All incoming Service depends upon and is limited by the right of the person calling such Service.

7.2 **NO CONSEQUENTIAL OR OTHER DAMAGES.** UNDER NO CIRCUMSTANCES ARE EITHER YOU OR CENTURYLINK LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH SERVICES OR PRODUCTS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY, OR COST OF REPLACEMENT SERVICES.

7.3 **Infringements.** Services, Products, and all related documents and materials are protected by trademark, copyright, or other intellectual property laws. All CenturyLink websites, corporate

names, services marks, trademarks, trade names, logos, and domain names are the exclusive property of CenturyLink, and nothing in the Agreement grants you the right or license to use any such item. You agree that you, and those you permit to use the Service or Product, will not violate those rights whether they are held by CenturyLink or third parties. You understand that any violation of these rights may subject you to both civil and criminal liability, including liability for damages, fees, attorney's fees, as well as possible fines and imprisonment.

7.4 Extension of Limitations. All limitations in this section also apply to CenturyLink's third-party licensors, content providers, and suppliers, as third party beneficiaries of the Agreement.

7.5 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 the Agreement is canceled or terminated.

8. DISPUTE RESOLUTION

8.1 Initial Dispute Resolution between you and CenturyLink. Most concerns can be resolved quickly and to your satisfaction by contacting our customer service department at the number listed on your monthly billing statement or online at <http://www.centurylink.com>.

8.2 Secondary Dispute Resolution. **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 through the initial dispute resolution process, then you have the right to take your dispute to the Iowa Utilities Board .** Disputes may be directed to: by mail to Iowa Utilities Board, 1375 E. Court Avenue, Room 69, Des Moines, Iowa 50319-0069; by calling (515)725-7321 or toll-free 1-877-565-4450; or by E-mail to customer@iub.iowa.gov.

9. MISCELLANEOUS

9.1 Notices.

A. Notices to You. We will provide notices to you under the Agreement in a variety of ways. Notices may be posted to: <http://www.centurylink.com>, the Website, 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 Product 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.

B. Notices to Us. If you want to provide notice to us either because the 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.

9.2 Privacy. Applicable Policies; Acceptable Use and Privacy. You agree to comply with applicable CenturyLink policies, including the CenturyLink Acceptable Use Policy, as posted to <http://www.centurylink.com/Pages/AboutUs/Legal> and incorporated by this reference, when you use a Service or Product. If you do not agree with the terms of any of these policies, do not purchase or use a Service or Product. The CenturyLink privacy policy includes information about CenturyLink's customer information practices (including information we collect about you, how we used that information, and with whom we share that information) and applies to the provisioning of your Services and Products. CenturyLink may, but is not obligated to, monitor a Service or Product for various purposes, and CenturyLink and its third-party vendors may access and use information regarding performance of a Service or Product to: (A) perform related registration, maintenance, support, and other quality-related activities, and (B) verify network performance. You acknowledge and understand that CenturyLink is not liable for any lack of privacy which you may experience with regard to a Service or Product. CenturyLink's privacy policy, as amended from time to time, is available at <http://www.centurylink.com/Pages/AboutUs/Legal/>.

- 9.3 Installation; Maintenance.** If required or if you request, you will provide reasonable cooperation to enable CenturyLink or its agents to install, maintain, or repair Services or Products. Our standard installation includes connecting, wiring, configuring, and testing Services and Products to make sure they work properly. Charges for such an installation may include a basic minimum charge, trip charges, delivery charges, and time and materials charges. Charges for maintenance and repairs are separate from installation charges or other charges, and will be assessed at our then-current rates. You are responsible for damage to CenturyLink-owned Products and Services located on your premises, excluding reasonable wear and tear or damage caused by CenturyLink. You also may incur additional charges for construction or development required in certain instances where CenturyLink must build or install facilities or incur charges or costs to provide you with Services. You agree to make available separate electrical sources, circuits, and power with suitable outlets at your location to support your Service and Product, and you are responsible to make sure all electrical connections are properly grounded. You agree to pay all costs for electricians, electrical work, or wiring work, if required. If you don't own the location where Services or Products are to be installed or maintained, you must have or obtain necessary approvals from the property owner or a landlord to permit CenturyLink to do all of its work. If you don't have this permission, CenturyLink will not install or perform any work. You can choose to install Products yourself. If so, we will provide installation directions, but you are responsible for all aspects of such work and any resulting damage to any Leased Product.
- 9.4 Unlawful, Abusive, or Fraudulent Purposes.** You agree to not use the Service or any Product 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 of our employees or contractors.
- 9.5 Account Security.** You agree to immediately notify CenturyLink if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you whether you suspect the use to be for profit or not) or unauthorized disclosure or use of your CenturyLink account, password, user ID, or any credit or debit card number provided to CenturyLink. These kinds of notifications should be done by calling the customer service number listed on your bill. You also agree to periodically change your passwords. You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including adding new services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access your Service or Product, such as through the Internet. You acknowledge this risk as inherent to the shared nature of the Service or Product, and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.
- 9.6 No Resale, Distribution, Transfer, or Assignment.** You will not to resell, distribute, transfer, or assign the Agreement, Service, or Product via any means. CenturyLink may assign the Agreement and your rights and obligations under it, 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.
- 9.7 Entire Agreement.** The terms and conditions of the Agreement, including all referenced documents and items incorporated here as posted to the Website or another CenturyLink websites, supersede all previous representations, understandings or agreements, and will supersede the terms and conditions of any order previously submitted, or prior price quoted. The 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 the Agreement.
- 9.8 No Waiver of Rights; Survivability.** If either you or CenturyLink fails to enforce or waives any requirement under the Agreement that does not waive that party's right to later enforce that requirement in the future. To the extent not specifically described in the Agreement, the terms and conditions of the Agreement that by their sense and context are intended to survive the expiration of the Agreement will survive.

- 9.9 Governing Law.** The Agreement will be governed by the laws of the state where Services are provided, without regard to its choice of law principle, except for the provisions of Section 8 (Dispute Resolution), which are governed by the laws described in that section. If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent. If any provision in the Agreement is declared to be illegal or in conflict with any applicable law or regulation, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions.
- 9.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.