

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
MANAGED APPLICATIONS
WEB HOSTING, WEB DESIGN, COLLABORATION, MESSAGING AND CENTURYLINK IQ™ ONLINE BACKUP SERVICE
DESCRIPTIONS**

These Service Descriptions Are Additional Terms And Conditions That Apply To The Web Hosting, Web Design, Collaboration, Messaging and CenturyLink IQ™ Online Backup Service(s) provided under either the Managed Applications Service Exhibit to the CenturyLink Total Advantage Agreement, the Managed Applications provisions of the CenturyLink Total Advantage Express Agreement, or the terms and conditions of other CenturyLink agreements under which Customer is purchasing Managed Applications Services, and are incorporated into that Agreement by reference. Customer agrees that certain Services may be provided by third-party providers, and that Customer's use of such Services may be subject to further agreements, policies, terms and conditions in addition to those contained or referenced in the Agreement, Service Exhibit (if applicable), or these Service Descriptions.

1. General. Capitalized terms not defined herein are defined in the Agreement and the Managed Applications Service Exhibit ("Service Exhibit"), if applicable. CenturyLink QCC will provide Customer various Services and Software collectively called Managed Applications ("Service(s)") under the terms of the Agreement, the Service Exhibit (if applicable) and these Service Descriptions. Unless otherwise provided in the Additional Service-Specific Terms and Conditions section below, Services available under these Service Descriptions are provided on a month-to-month basis. Either party may terminate month-to-month Services by providing the other party with notice of termination as set forth in Section 2.D. (2) of these Service Descriptions.

"Abandoned E-mails" means e-mails residing in an Abandoned Mailbox.

"Abandoned Mailbox" means all e-mail accounts (including, but not limited to POP e-mail accounts) that have not been logged into for a period of four consecutive months or more.

"Additional Pages" means additional Web pages developed by CenturyLink for Customer beyond the number allowed under Customer's Web design service Package as described in Section 2.C(8)(b)(ii) below.

"Background Technology" means computer programming/formatting code or operating instructions developed by or for CenturyLink and used to create any portion of a Web site or used to operate the Web site or a Web server in connection with a Web site. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, such as style sheets, Web site templates, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form, dynamically driven, or provided in any other format. Background Technology does not include any Content or any derivatives, improvements, or modifications of Content.

"Beta Site" means a Design Service Web site, Additional Page or Hourly Upgrade to a Web site designed by CenturyLink for Customer and presented to Customer for final approval and 1-time Content modification.

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

"Content" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), in any medium, provided by Customer to CenturyLink.

"Design Service" means the Web site design services described in Section 2.C (8) (b) (i) below.

"Design Terms" means the terms and conditions relating to Web site design services set forth in Sections 2.C(8) and 2.D(10) and their sub-sections, as well as any pricing relating to Web site design services in Section 2.C(8)(c).

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

"Error" means any reproducible error, problem, or defect resulting from (i) an incorrect functioning of the Background Technology that materially affects the functionality of the Web site or (ii) any failure of the Web site delivered to Customer to materially meet the specifications or acceptance criteria.

"Hourly Updates" means Web site update design services provided to Customer on for an hourly fee as described in Section 2.C(8)(b)(iii) below.

"MST" means Minimum Service Term.

"Package" means any Web site design service package described in these Service Descriptions, and that is provided for a set fee by CenturyLink, as listed in Section 2.C(8)(c).

"Plan" means any Web Hosting or E-Mail plan described in these Service Descriptions, and that is provided for a set fee by CenturyLink, as listed in Section 2.B(2).

"Proxy Services" means domain name registration services where a third-party provider is named in Customer's place.

"CenturyLink Domain Name" means a domain name that has CenturyLink's name or marks embedded therein.

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“**CenturyLink Materials**” means all software, source code or other programming material owned, developed or modified by CenturyLink or its suppliers and all graphics, text or other information or content materials supplied by CenturyLink or its suppliers used in the development, display or running of Customer’s Web site, or incorporated into Customer’s Web site. CenturyLink or its supplier is the owner of all CenturyLink Materials.

“**Redistribution Software**” means the software described in Section 2.D (6) (c) (“Use of Redistribution Software”) below.

“**Server Software**” means software that provides services or functionality on a computer acting as a server.

“**Third-Party Materials**” means any content, software, or other computer programming material that is owned by an entity other than CenturyLink, and licensed by CenturyLink or generally available to the public, including Customer, under published licensing terms, and that CenturyLink will use in the development of or to display or run a Web site. The graphics utilized from CenturyLink’s graphics library are licensed from third-party suppliers.

2. Available Services. Services delivered under the Agreement, Service Exhibit (if applicable) and these Service Descriptions may have minimum hardware specifications or software version requirements.

A. Feature Summary.

(1) Web Hosting. Web hosting provides the ability for the Customer to have their own Web site that is provided via CenturyLink or CenturyLink subcontractor servers.

(2) Messaging and Collaboration. Service includes the messaging and collaboration applications listed in subparts (a) through (c) below. These applications are hosted on CenturyLink or CenturyLink subcontractor servers, and are managed and maintained by CenturyLink or CenturyLink subcontractors.

(a) CenturyLink Web Mail. CenturyLink™ Web Mail allows Customer and its End Users to manage e-mail from any Internet connection and communicate with colleagues and customers from an easy-to-use interface that provides individual calendaring (i.e., not shared), e-mail storage and integration with mobile devices.

(b) Microsoft Exchange®. Hosted Exchange utilizes the advanced messaging capabilities of Exchange Server® to provide basic e-mail messaging, individual and group calendaring, scheduling tools, e-mail storage, personal domains, and mobile device synchronization services.

(c) Microsoft Windows SharePoint®. SharePoint provides team-oriented Web sites for information sharing and collaboration. SharePoint permits Customer’s authorized users to share items (including, for example, documents, lists, events, task assignments, and membership rosters) on the Web site. Site content can be searched, and Customer’s End Users are able to receive alerts when existing documents or other information on the Web site have been revised, or when new information or documents are added. SharePoint also enables Customer’s users to communicate with key contacts in Customer’s organization via e-mail. Shared documents can be read and edited by any authorized Customer user utilizing Customer’s own Microsoft Office Word, Microsoft Office Excel, and Microsoft Office PowerPoint® programs. Customers with Microsoft Outlook® may view SharePoint site event calendars side-by-side with personal calendars.

B. Plans.

(1) Plan Descriptions. Customer will select one of the following Plans: Basic, E-Mail Only, Standard Web Hosting, Business Web Hosting, Business Pro Web Hosting or E-Commerce Pro Web Hosting Plan. A full itemization of features for each Plan is included in the following table.

Detailed List of Features for Basic, E-Mail Only and Web Hosting Plans

Plan	Basic	E-Mail Only	Standard Web Hosting	Business Web Hosting	Business Pro Web Hosting	E-Commerce Pro Web Hosting
Web Site Disk Space	N/A	N/A	5,000 MB	10,000 MB	20,000 MB	30,000 MB
Monthly Web Site Traffic Allowance	N/A	N/A	100GB	200GB	500GB	Unlimited
No. of e-mail accounts	N/A	10	10	250	500	1,000
Size of Mailbox	1,000 MB	1,000 MB	1,000 MB	1,000 MB	1,000 MB	1,000 MB
No. of Web pages	N/A	0	10 (Inside SiteBuilder Premium) Unlimited	10 (Inside SiteBuilder Premium) Unlimited	15 (Inside SiteBuilder Premium) Unlimited	20 (Inside SiteBuilder Premium) Unlimited
No. of products supported in shopping cart	N/A	N/A	n/a	n/a	n/a	Unlimited
Setup Fee	\$0	\$0	\$0	\$0	\$0	\$0

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Plan	Basic	E-Mail Only	Standard Web Hosting	Business Web Hosting	Business Pro Web Hosting	E-Commerce Pro Web Hosting
SiteBuilder Web site building tool	N/A	N/A	Yes	Yes	Yes	Yes
Supports Other Web site building tools such as Dreamweaver and MS FrontPage	N/A	N/A	Yes	Yes	Yes	Yes
Operating System/ Web server platform	N/A	N/A	Linux	Linux or Windows	Linux or Windows	Linux or Windows
Flash Support	N/A	N/A	Yes	Yes	Yes	Yes
Shockwave	N/A	N/A	Yes	Yes	Yes	Yes
Domain Name Registration						
1 domain name registration (see section 2.C.(7) for domain registration pricing)	No	No	N/A	Yes	Yes	Yes
Support for yourname.com	Yes	Yes	N/A	Yes	Yes	Yes
Free assistance with domain name registration and transfer	Yes	Yes	Yes	Yes	Yes	Yes
Site Management Tools						
SiteBlog	N/A	N/A	No	Yes	Yes	Yes
Web-based control panel –SiteControl®	Yes	Yes	Yes	Yes	Yes	Yes
24/7 FTP access	N/A	N/A	Yes	Yes	Yes	Yes
File Manager	N/A	N/A	Yes	Yes	Yes	Yes
Microsoft® FrontPage® extensions	N/A	N/A	Yes (Legacy customers only)	Yes	Yes	Yes
Web stats	N/A	N/A	Yes	Yes	Yes	Yes
Advanced Web stats	N/A	N/A	Yes	Yes	Yes	Yes
Access to raw server log file	N/A	N/A	No	No	Yes	Yes
404 Customization Tool	N/A	N/A	Yes	Yes	Yes	Yes
E-Mail						
Supported Protocols	N/A	POP3, SMTP, Web-based	POP3, SMTP, Web-based	POP3, SMTP, Web-based	POP3, SMTP, Web-based	POP3, SMTP, Web-based
Web-based e-mail system	Outlook Web Access (OWA)	SiteMail	SiteMail	SiteMail	SiteMail	SiteMail
Clean Mail Plus (spam and virus blocker)	N/A	Yes	Yes	Yes	Yes	Yes
Google Message Filter (spam and virus blocker)	Yes	N/A	N/A	N/A	N/A	N/A
E-mail forwarding	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
E-mail aliases	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
E-mail autoresponders	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Mailing list	N/A	1	1	1	1	2
E-Commerce						
Merchant Manager	N/A	N/A	No	No	No	Yes
Number of products	N/A	N/A	N/A	N/A	N/A	Unlimited
Marketing						
Basic Site Submission	N/A	N/A	Yes	Yes	Yes	Yes

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Plan	Basic	E-Mail Only	Standard Web Hosting	Business Web Hosting	Business Pro Web Hosting	E-Commerce Pro Web Hosting
Advanced Site Submission	N/A	N/A	Optional	Optional	Optional	Optional
Podcasting						
Podcasting Tool	N/A	N/A	No	Optional	Yes	Yes
Storage	N/A	N/A	N/A	N/A	50 MB	50 MB
Traffic	N/A	N/A	N/A	N/A	2 GB	2 GB
Included Linux Scripts						
Your own CGI-BIN	N/A	N/A	Yes	Yes	Yes	Yes
Your own scripts directory	N/A	N/A	Yes	Yes	Yes	Yes
Perl v5.x, C++, gcc, TCL, Python	N/A	N/A	Yes	Yes	Yes	Yes
PHP	N/A	N/A	Yes	Yes	Yes	Yes
Perl/Perl Script	N/A	N/A	Yes	Yes	Yes	Yes
MS Windows Specific Scripts						
Jmail	N/A	N/A	No	No	Yes	Yes
MSADO 2.6	N/A	N/A	No	No	Yes	Yes
SA File Upload	N/A	N/A	No	No	Yes	Yes
ASP 3.0	N/A	N/A	No	No	Yes	Yes
ASP.NET 1.1	N/A	N/A	No	No	Yes	Yes
Interactives – Quiz	N/A	N/A	No	Yes	Yes	Yes
Interactives – Poll	N/A	N/A	No	Yes	Yes	Yes
Interactives - Forum	N/A	N/A	No	Yes	Yes	Yes
Interactives - Guestbook	N/A	N/A	No	Yes	Yes	Yes
Security Features						
SSL (Secure Socket Layer) encryption	N/A	N/A	No	Yes	Yes	Yes
Free secure server URL	N/A	N/A	No	Yes	Yes	Yes
Your own secure server certificate	N/A	N/A	No	No	Optional	Optional
Intrusion Detection System	N/A	N/A	Yes	Yes	Yes	Yes
Firewall	N/A	N/A	Yes	Yes	Yes	Yes
Shopping cart						
Catalogue management and presentation	N/A	N/A	No	No	No	Yes
Catalogue search	N/A	N/A	No	No	No	Yes
Shopping cart, checkout, etc	N/A	N/A	No	No	No	Yes
Order management	N/A	N/A	No	No	No	Yes
Credit card, taxes, shipping	N/A	N/A	No	No	No	Yes

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Plan	Basic	E-Mail Only	Standard Web Hosting	Business Web Hosting	Business Pro Web Hosting	E-Commerce Pro Web Hosting
Gateways (Authorize.net, Cardinal, Centinal, LinkPoint (LinkPoint Basic), Verisign (Payflow Link, Payflow Pro), PayPal (Express Checkout, Website Payments Standard (IPN), Website Payments Pro), SecureTrading, Worldpay, YourPay	N/A	N/A	No	No	No	Yes
Customer's customer registration, login and database	N/A	N/A	No	No	No	Yes
Support						
24/7 Toll-free support	Yes	Yes	Yes	Yes	Yes	Yes
24/7 e-mail support	Yes	Yes	Yes	Yes	Yes	Yes
24/7 chat support (on product roadmap)						
Backup						
Daily data backup	Yes	Yes	Yes	Yes	Yes	Yes
Multimedia						
RealAudio/Video (Streaming)	N/A	N/A	No	No	Yes (Linux Only)	Yes (Linux Only)
Windows Media	N/A	N/A	No	No	Yes (Windows Only)	Yes (Windows Only)
Shockwave	N/A	N/A	Yes	Yes	Yes	Yes
Flash	N/A	N/A	Yes	Yes	Yes	Yes
Database						
MySQL	N/A	N/A	No	No	Yes (Linux only)	Yes (Linux only)
phpMyAdmin	N/A	N/A	No	No	Yes (Linux Only)	Yes (Linux Only)
ODBC/Access DSN	N/A	N/A	No	No	5 (Windows Only)	5 (Windows Only)
Microsoft® Access and FoxPro® support	N/A	N/A	No	No	Yes (Windows platform only)	Yes (Windows platform only)
Microsoft® SQL Server	N/A	N/A	No	No	Yes (Windows platform only)	Yes (Windows platform only)
Messaging						
SiteChat	N/A	N/A	No	No	Yes	Yes

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(2) Plan Pricing.

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
Basic Plan	N/A	N/A
E-Mail Only Plan	\$3.99	N/A
Standard Plan	\$0.00*	N/A
Business Plan	\$9.99	N/A
Business Pro Plan	\$19.99	N/A
E-Commerce Plan	\$29.99	N/A

*Some customers may be eligible to receive the Standard Plan at no additional charge as part of certain services, bundles or packages. The Standard Plan is not available to customers without purchase of at least one of those services, bundles or packages. Check with your CenturyLink Sales Representative for details.

C. Optional Features and Services Pricing. Optional features and services may be provided as part of the Service for an additional charge. A list of optional features and services, and the associated charges are set forth in the pricing tables below.

(1) E-Mail and Collaboration; Fax Over E-Mail.

E-Mail and Collaboration

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
Additional POP3/SMTP	\$1.00	N/A
Additional E-mail Storage – 5GB	\$2.00 per block of 5GB	N/A
GigaMail Standard – Advanced Attachment Utility - Allows up to 500 Mb e-mail attachments	\$2.95 per e-mail box	\$9.95
GigaMail Advanced – Advanced Attachment Utility - Allows up to 1Gb e-mail attachments	\$4.95 per e-mail box	\$9.95
Microsoft® Exchange Mailbox – 1GB*	\$8.95 per mail box	N/A
Additional Microsoft® Exchange Storage for 1 Mailbox – 500MB	\$7.25	N/A
BlackBerry Mailbox (BlackBerry Enterprise Server)	\$9.95 per mailbox	N/A
Additional MailMan Mailing List	\$5.00	N/A
Additional Subscribers Per Mailing List – Increase to mailing list of 1000 subscribers	\$5.00	N/A
Standard SharePoint Plan – 50 Users, 1GB disc quota, unlimited data transfer	\$14.95	N/A
Advanced SharePoint Plan – 120 Users, 2GB disc quota, unlimited data transfer	\$34.95	N/A
SharePoint Additional Users in blocks of 10	\$5.00	N/A
SharePoint Additional Disk Space – 350 Mb	\$12.95	N/A

*Some customers may be eligible to receive 2 Microsoft Exchange Mailboxes at no additional charge as part of certain promotional bundles. Check with your CenturyLink Sales Representative for details.

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Fax Over E-Mail*

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
Fax Over E-Mail Plan – Basic (200 pages per month – incoming and outgoing)	\$9.95	N/A
Fax Over E-Mail Plan – Business (400 pages per month – incoming and outgoing)	\$16.95	N/A
Fax Over E-Mail Plan – Corporate (800 pages per month – incoming and outgoing)	\$29.95	N/A
Additional Fax Over E-Mail Numbers** – All Plans	\$7.95/number	N/A
Fax Over E-Mail Cost per Page over Plan Allotment	\$0.10/page	N/A

* Customers will access Fax Over E-Mail via SiteControl after placing their order with a CenturyLink sales representative. Confirmation that the Fax was processed can be sent to the Customer’s account administrator or End User. Confirmation pages are not included in the monthly page total. The number of faxes can be monitored in SiteControl. A maximum of 3 users per account can use the Fax Over E-mail feature. Users are identified by the Customer’s account administrator via SiteControl. Faxes are stored for 4 months. Some customers may be eligible to receive 20 outbound only Fax Over E-Mail pages per month at no additional charge as part of certain promotional bundles. Check with your CenturyLink Sales Representative for details.

** An additional Fax over E-mail number provides Customer with a second “phone number” over which Fax over E-mail faxes can be received. The number assigned for that purpose can only be used for Fax over E-mail Service, and is not enabled for other uses, such as placing voice calls. Fax over E-mail numbers are designed to point to a Customer IP e-mail address, so faxes send to that number appear in the specified Customer e-mail inbox.

(2) Additional Shell Accounts, FTP Accounts and Storage (only available with Web hosting Plans).

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
Additional Shell Account – Linux	\$2.00	N/A
Additional FTP Account	\$1.50	N/A
Additional Web Disk Space in blocks of 20 Mb	\$5.00 per 20 Mb block	N/A
Extra Data Transfer – 1Gb	N/A	\$25.00

(3) Scripting and Databases (only available with Web hosting Plans).

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
PHP (CGI based)	\$4.95	\$29.95
MySQL (Linux) (50 Mb)	\$9.95	N/A
MySQL Additional Storage (Linux) (50 Mb)	\$9.95	N/A
MySQL (Windows) (50 Mb)	\$18.00	N/A
MySQL Additional Storage (Windows) (50 Mb)	\$18.00	N/A
MS Access DSN (Windows)	\$3.00	N/A

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CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
MS SQL Server DSN (Windows)	\$20.00	N/A

(4) Multimedia (only available with Web hosting Plans).

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
Helix RealAudio/Video (Linux)	\$15.00	N/A
Windows Media	\$15.95	N/A
SiteChat Java-based Web site chat utility (Linux)	\$7.00	N/A

(5) Advertising (only available with Web hosting Plans).

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
Urchin (including Referrer Log) Advanced Web Site Statistics	\$5.00	N/A
SearchEngine Starter Web Site Promotion Application	\$49.00 per domain	N/A
SearchEngine Power Pack Advanced Web Site Promotion Application	\$99.00 per domain	N/A

(6) Miscellaneous Web Hosting Features (only available with Web hosting Plans).

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
Subdirectory Domain	\$1.00 each	N/A
Domain Alias	\$10.00 each	N/A
Subdirectory FTP	\$4.95 each	N/A
Dedicated IP Address for Web Site	\$1.00 each	N/A
BizBlog (upgrade to SiteBlog)	\$4.95 per domain (or \$49.95 annual charge)	N/A
Additional Disk Files	\$10.00 each	N/A
Podcasting Upgrade (Storage 750Mb, Traffic 50Mb)	\$5.95 (or \$59.95 annual charge)	N/A
Podcasting Upgrade (Storage 1500Mb, Traffic 100Gb)	\$8.95 (or \$89.95 annual charge)	N/A
Whois Protector	\$8.95 annual charge per domain	N/A
Merchant Manager (Linux)	\$15.00 per domain	N/A
Cart32 (Windows)	\$15.00 per domain	N/A
SiteBuilder Plus (upgrade to SiteBuilder)	\$9.95 per domain	N/A

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CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
SiteBuilder Premier (upgrade to SiteBuilder)	\$14.95 per domain	N/A
Custom DLL Installation (Windows)	\$9.95	\$8.45
GeoTrust Quick SSL Certificate (per domain)	\$50.00 (or \$139.00 Annual recurring charge)	\$0.00
GeoTrust Quick SSL Premium Certificate (per domain)	\$50.00 (or \$169.00 Annual recurring charge)	\$0.00
GeoTrust SSL TrueBiz ID (per domain)	\$50.00 (or \$219.00 Annual recurring charge)	\$50.00

(7) Domain Name Registration Fees.

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
Annual Domain Name Registration - Charge for CenturyLink to automatically register customer's domain name (occurs each year during contract term). Charge is based on domain extension.*	.com \$9.95/year .net \$9.95/year .org \$9.95/year .biz \$9.95/year .info \$9.95/year .us \$9.95/year	N/A
Annual Domain Name Registration for domain extensions not listed above	Annual recurring charges for domain extensions not listed above vary by domain extension. Please contact CenturyLink for specific pricing applicable to your Plan.	N/A
Domain Name Reinstatement - Charge for CenturyLink to reinstate an expired domain name that is in redemption status	N/A	\$100.00

*Some customers may be eligible to receive 1 annual domain name registration at no additional charge as part of certain promotional bundles. Check with your CenturyLink Sales Representative for details

(8) Web Design. CenturyLink will not include any customized Web site design services that Customer may request. CenturyLink will complete the Web site template based on the information provided by Customer in the written Request Form and subsequent telephone interviews.

(a) Web Design Packages. When purchasing Web design services, Customer will select one of the following Web design Packages. A MST of 3 months is required for all Web design service Packages. CenturyLink will not include any customized Web site design services that Customer requests. CenturyLink will complete the Web site template based on the information provided by Customer in the written Request Form and subsequent telephone interviews.

(i) Business Web Design Service Package (available with all CenturyLink Web hosting Plans). The Business Web Design Package includes the following:

- 3 page informational site design
- 1 complimentary revision after the beta site (defined in Section 2.C(8)(b)(i) below) is presented
- Up to 5 images allowed in the body of each page
- Includes 1,000 words per page (Customer must provide copy)
- Access to a template library for selection of site template
- Quote Request/Contact Us form directed to the e-mail of Customer's choice (with up to 10 fields)
- 1 hour of maintenance and updates per month

(ii) Business Pro Web Design Service Package (available with CenturyLink Business Pro or E-Commerce Pro Web hosting Plans). The Business Pro Web Design Package includes the following:

- 5 page informational site design
- 1 complimentary revision after the beta site (defined in Section 2.C(8)(b)(i) below) is presented

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- Up to 5 images allowed in the body of each page
- Includes 1,000 words per page (Customer must provide copy)
- Access to a template library for selection of site template
- Quote Request/Contact Us form directed to the e-mail of Customer's choice (with up to 10 fields)
- 1 hour of maintenance and updates per month
- Manual submission to top search engines Google, Yahoo! and MSN

(iii) E-Commerce Design Service Package (available only with E-Commerce Pro Web hosting Plan). The E-Commerce Design Service Package includes the following:

- 3 informational pages
- 5 products configured in shopping cart
- Shopping cart setup and configuration
- 1 complimentary revision after the beta site (defined in Section 2.C(8)(b)(i) below) is presented
- Up to 5 images allowed in the body of each page
- Includes 1,000 words per page (Customer must provide copy)
- Access to a template library for selection of site template
- Quote Request/Contact Us form directed to the e-mail of Customer's choice (with up to 10 fields)
- 1 hour of maintenance and updates per month
- Manual submission to top search engines Google, Yahoo! and MSN

(iv) Additional Pages (available with all CenturyLink Web Design Packages). CenturyLink will design additional pages beyond the maximum allowed by Customer's Package for the per page fee set forth in Section 2.C (8) (c) below.

(v) Additional Products for Shopping Cart (available only with CenturyLink E-Commerce Design Service Package). CenturyLink will configure additional product in Customer's shopping cart beyond the maximum of 5 products under the E-Commerce Design Service Package for the per product fee set forth in Section 2.C (8) (c) below.

(vi) Web Site Maintenance (available with all CenturyLink Web design Packages). CenturyLink will provide Web site maintenance and updates for Customer's Web site beyond the 1 hour per month included with each Web design service Package for the per hour fee set forth in the Section 2.C(8)(c) below.

(b) Web Design Service Descriptions. If Customer orders Web design services, CenturyLink will provide the Services outlined below. CenturyLink will deliver Customer's Web site project within approximately ten to eighteen business days. Customer will be given an estimated completion date at the time Customer purchases the Web design Package. The 10 to 18 day delivery time begins once all Content (defined in Section 1 above) has been submitted by Customer to the CenturyLink design team.

(i) Design Services. Design Service consists of a template-based Web site, and includes an online Quote Request/Contact Us form. Unless Customer is purchasing the E-Commerce Design Service Package, an e-Commerce shopping cart is not included. Customer understands and agrees that CenturyLink will provide a template-based Web site in accordance with the information provided by Customer during the discovery / intake phase of development. After CenturyLink receives all complete information from Customer, CenturyLink will deliver a mock-up site for Customer's review prior to the Web site entering the development phase. The mock-up will give Customer the opportunity to ensure the Web site meets the template specifications. Once the mock-up is approved, development will begin. When development is completed, the Beta Site will be presented to Customer for final approval and 1-time Content modification. Editing beyond correction of Content will be considered as additional services and will be billed as such. CenturyLink will attempt to contact Customer once the Web site is completed and ready to publish. If Customer does not respond within 5 business days, the Web site will be deemed accepted by Customer and CenturyLink will deem the Service engagement completed.

(ii) Additional Pages. Additional Pages may be added to Customer's template Web site design for an additional, per-page set fee set forth in Section 2.C(8)(c) below. The charge for an additional page includes no more than one hour of designer time. Any further customizations or time needed to create an additional page will incur an additional fee, to be quoted by CenturyLink. Customer understands and agrees that CenturyLink will provide additional pages in accordance with the information provided by Customer in the submittal form sent via e-mail and subsequent telephone interviews. After CenturyLink receives all complete information from Customer, CenturyLink will deliver a Beta Site for Customer's review. The Web site modifications will be made available for Customer to view prior to hosting for purposes of editing for corrections to Content only. Editing beyond correction of Content will be

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considered as additional services and will be billed as such. CenturyLink will attempt to contact Customer once the additional pages are completed and ready to publish. If Customer does not respond within 5 business days, the Additional Pages will be deemed accepted by Customer and CenturyLink will deem the Service engagement completed.

(iii) Hourly Updates. CenturyLink will provide Hourly Updates at Customer's request at the hourly rate for Web Maintenance and Updates set forth in Section 2.C(8)(c) below. Customer understands and agrees that CenturyLink will make changes and updates to Customer's Web site in accordance with the information provided by Customer in the submittal form sent via e-mail and subsequent telephone interviews. After CenturyLink receives all complete information from Customer, CenturyLink will deliver a Beta Site of changes for Customer's review. The Web site modifications will be made available for Customer to view prior to hosting for purposes of editing for corrections to Content only. Editing beyond correction of Content will be considered as additional services and will be billed as such. CenturyLink will attempt to contact Customer once the Hourly Updates are complete and ready to publish. If Customer does not respond within 5 business days, the Hourly Updates will be deemed accepted by Customer and CenturyLink will deem the Service engagement completed. Customer will receive 1 hour per month as part of Customer's Web design Package that Customer may use to maintain and update Customer's Web site.

(c) Web Design Services Pricing.

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC)
CENTURYLINK WEB DESIGN SERVICE PACKAGES		
Business Web Design Service	\$59.99	\$599.00
Business Pro Web Design Service (for customers purchasing Business Pro or E-Commerce Plans only)	\$69.99	\$699.00
E-Commerce Design Service (for customers purchasing E-Commerce Plan only)	\$99.99	\$799.00
Additional Web Pages (The \$100.00 NRC for an additional page includes no more than one hour of designer time. Any further customizations or time needed to create an additional page will incur an additional fee, to be quoted by CenturyLink.)	N/A	\$100.00/page
Additional Products Added to Shopping Cart (for customers purchasing E-Commerce Plan only)	N/A	\$15.00/product
Web Site Maintenance (applies for all Web site maintenance and updates provided after the 1 hour/month maintenance included in each Package)	\$75.00/hour	N/A

(9) CenturyLink iQ™ Online Backup.

(a) Customer may order optional CenturyLink iQ™ Online Backup plans at the rates shown in sub-section (c) below.

(b) Prior to using CenturyLink iQ™ Online Backup Service, Customer must activate the Service via SiteControl. System requirements and features of the Service are set forth at <http://help.qwestbusiness.net/>. The additional terms and conditions in Section 2.D. (11) below apply to Customer's use of CenturyLink iQ™ Online Backup Service.

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(c) CenturyLink iQ™ Online Backup Plan Pricing.

CATEGORY	Monthly Recurring Charge (MRC)	Non-Recurring charge (NRC)
CenturyLink iQ™ Online Backup Plans		
Single User (10Gb) - On-line backup of up to 10Gb of data and files for a single user	\$4.95 (per user) *	N/A
Single User (Unlimited) – On-line backup of data and files for a single user, with no disk space limit	\$7.95 (per user)	N/A

* Some customers may be eligible to receive 10Gb CenturyLink iQ Online Backup Plan at no additional charge as part of certain Services, bundles or packages. Check with your CenturyLink Sales Representative for details.

D. Additional Service-Specific Terms and Conditions.

(1) Access to Services During Suspension. During a Service suspension, Customer will be unable to access the Service Portal, or to access or use the Services, including e-mail and Customer’s Web site.

(2) Termination; Deletion of Data on Termination. In addition to any other termination rights in the Agreement, except as otherwise provided in these Service Descriptions, either party may terminate month-to-month Services under these Service Descriptions by providing 30 days’ prior written notice to the other party via e-mail. If Customer is terminating a Service, Customer will provide such notice via e-mail to billing@qwestbusiness.com, with a copy to gcc.switched.orders@qwest.com. Customer’s e-mail notice must specify the Service(s) to be terminated. If CenturyLink is terminating a Service, CenturyLink may provide notice of termination to the e-mail address provided to CenturyLink when Customer ordered the Service or to an updated e-mail address subsequently provided by Customer. Customer will remain liable for charges accrued but unpaid as of the termination date of Service. Upon termination of Customer’s Service, CenturyLink may immediately delete all data, files, and other information relating to the terminated Service stored in or for Customer’s account or on Customer’s Web site without notice. In certain circumstances, Customer may request that CenturyLink reactivate its account and restore deleted Web hosting and e-mail data. CenturyLink must receive that request no later than 30 days after termination.

(3) Data Management and Security. CENTURYLINK STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. Customer is responsible for the management and security of its data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. CenturyLink is not responsible or liable for the management or security of Customer’s data, including without limitation loss of Customer’s data, regardless of whether Customer’s data is maintained on CenturyLink servers or on a Customer computer or server. Additionally, regardless of where Customer’s data is located, CenturyLink will be responsible for back-up or restoration of Customer’s data only where Customer has purchased CenturyLink back-up or restoration services, and only as provided in the terms and conditions for the applicable CenturyLink back-up or restoration service.

(4) Monitoring and Testing the Services. CenturyLink may, but is not obligated to, monitor the Services. Customer is responsible for monitoring its accounts for access to newsgroups and Web sites that may contain improper material. Customer will notify CenturyLink of the continual receipt of e-mail that Customer views as illegal or that is unsolicited. Customer must not design or provide systems used for the collection of information about others without their express knowledge and consent. CenturyLink may also test Services for maintenance purposes to detect and/or clear trouble.

(5) Termination of Software. CenturyLink may discontinue provision of the Software for any reason, including without limitation if CenturyLink’s agreement with a software vendor is terminated. Upon termination of Service or CenturyLink notice to Customer of discontinuance of the Software offering for any reason, Customer must immediately stop using the Software associated with the terminated Service, destroy any copies it may have, and delete it from all Customer computers.

(6) Microsoft Pass-Through Provisions. Customer’s right to use Microsoft® Software is subject to the Agreement, the Service Exhibit (if applicable), and to Customer’s understanding of, compliance with and consent to the following terms and conditions, which CenturyLink does not have authority to vary, alter or amend.

(a) Ownership Of Software Products. Microsoft® Software is licensed to CenturyLink from an affiliate of the Microsoft Corporation (“Microsoft”). All title and intellectual property rights in and to the Microsoft Software (and the constituent elements thereof, including, but not limited to, any images, photographs, animations, video, audio, music, text and “applets” incorporated into the Software Products) are owned by Microsoft or its suppliers. The Microsoft Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer’s possession, access, or use of the Microsoft Software does not transfer any ownership of the Microsoft

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Software or any intellectual property rights to Customer. Customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Microsoft Software or that appear during use of the Microsoft Software.

(b) Use of Client Software. Customer may use the Client Software installed on Customer's Devices by CenturyLink only in accordance with the instructions, and only in connection with the services, provided to Customer by CenturyLink. The terms of the Agreement, Service Exhibit (if applicable) and Section 2.D(6) and its sub-sections of this Service Descriptions document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement which may be presented in electronic form during Customer's use of the Client Software.

(c) Use of Redistribution Software. In connection with the services provided by CenturyLink, Customer may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). **CUSTOMER MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS CUSTOMER EXPRESSLY AGREES TO AND COMPLIES WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE MESSAGING SERVICES PROVIDER USE RIGHTS (SPUR) APPLICABLE TO CENTURYLINK, WHICH TERMS MUST BE PROVIDED TO CUSTOMER BY CENTURYLINK.** Microsoft does not permit Customer to use any Redistribution Software unless Customer expressly agrees to and complies with such additional terms, as provided to Customer by CenturyLink.

(d) Copies. Customer may not make any copies of the Microsoft Software; provided, however, that Customer may (i) make one (1) copy of Client Software on a Device as expressly authorized by CenturyLink; and (ii) make copies of certain Redistribution Software in accordance with Section (c) hereof. Customer must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of the Agreement, upon notice from CenturyLink or upon transfer of a Device to another person or entity, whichever occurs first. Customer may not copy any printed materials accompanying the Microsoft Software.

(e) Limitations on Reverse Engineering, Decompilation And Disassembly. Customer may not reverse engineer, decompile, or disassemble the Microsoft Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

(f) No Rental. Customer may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Microsoft Software to any third party, and may not permit any third party to have access to and/or use the functionality of the Microsoft Software.

(g) Termination. Without prejudice to any other rights, CenturyLink may terminate Customer's rights to use the Microsoft Software if Customer fails to comply with these terms and conditions. In the event of termination or cancellation, Customer must stop using and/or accessing the Microsoft Software, and destroy all copies of the Microsoft Software and all of its component parts.

(h) No Warranties, Liabilities Or Remedies By Microsoft. NO WARRANTIES, LIABILITY FOR DAMAGES AND/OR REMEDIES ARE PROVIDED BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

(i) Product Support. Any product support for the Microsoft Software is provided by CenturyLink, and is not provided by Microsoft or its affiliates, subsidiaries or suppliers.

(j) Not Fault Tolerant. THE MICROSOFT SOFTWARE MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE MICROSOFT SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

(k) Export Restrictions. The Microsoft Software is of U.S. origin for purposes of U.S. export control laws. Customer agrees to comply with all applicable international and national laws that apply to the Microsoft Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

(l) Liability for Breach. In addition to any liability Customer may have to CenturyLink, Customer agrees that it will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

(7) Additional Web Hosting Service Provisions.

(a) Customer Responsibilities. Customer acknowledges and agrees that: (i) the use of Customer's Web site and any content, information, and all other aspects of Customer's Web site will comply with the AUP and any applicable laws and will not violate any rights of another; (ii) Customer is solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through Customer's Web site; and (iii) CenturyLink has no interest in, nor control over, any of the content or information that is accessible on Customer's Web site.

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CenturyLink may, without prior notice, terminate or suspend Customer's Web site if CenturyLink believes that Customer has violated this section.

(b) Web Hosting Storage Space and Other Limitations. Web hosting storage space is limited. Limits are based on Customer's Service Plan, and are set forth in Section 2.B(1) above. CenturyLink Web hosting accounts may not be used for purposes of distributing software or for distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio and video files. Any Web hosting site whose disk space usage for storing multimedia files exceeds 70% of its total usage in terms of total size or number of files will be considered to be using an excessive amount.

(c) Traffic Allowance. Traffic limits are set forth in the table in Section 2.B(1) above. If Customer exceeds the traffic allowance, Customer will be charged a traffic overage charge depending on the resources utilized, and may be given the option to either (i) reduce the resources used to an acceptable level, or (ii) upgrade Service to a higher priced Plan.

(d) Databases. Any database stored on CenturyLink's servers will be limited in size to 10% of the total disk space allotted for that particular domain's Plan/Web site account.

(e) Ownership of Web Site. The legal owner of any Web site or account with CenturyLink will be the individual or organization whose name is listed in CenturyLink's database as the owner. Customer will fully cooperate with and abide by any and all of CenturyLink's security measures and procedures in the event of any dispute over ownership of Customer's Web site or account with CenturyLink. Customer owns all graphics, text or other information or content supplied by Customer for incorporation into or delivery through Customer's Web site. CenturyLink owns any CenturyLink Materials. Customer may only use the CenturyLink Materials in association with Customer's Web site, and only during the Service Term.

(f) Chat Rooms. CenturyLink does not allow customers to install their own chat rooms, since chat rooms require significant system resources. However, for an additional charge set forth in Section 2.C(4) of this Service Descriptions document, CenturyLink will provide a chat room for Customer's use.

(g) Changes to Customer's Plan. Customer may elect to change to a lower priced Web hosting Plan on the same platform. Additionally, Customer may elect to upgrade to a higher priced Plan on the same platform. No charge will apply for upgrades/downgrades. Requests for upgrades or downgrades will be made via the Service Portal.

(h) Deletion of Data upon Termination. Upon termination of Service, CenturyLink may immediately delete all Customer data, files, and other information stored on CenturyLink's or CenturyLink's subcontractors' servers without notice. In certain circumstances Customer may request that CenturyLink reactivate Customer's account and restore deleted Web hosting and e-mail data. CenturyLink must receive Customer's request no later than 30 days after termination.

(i) Background Running Programs and Cron Jobs. CenturyLink may, at its sole discretion, allow Customer programs to run in the background. These programs will be considered on an individual basis and will incur extra charges based on system resources used and operational maintenance needed. If Customer would like to run background programs Customer will contact CenturyLink at support@qwestbusiness.net to arrange set-up.

(8) Additional Domain Name Registration Provisions. Domain name registration Services under the CenturyLink Managed Applications Service are provided by third-party supplier DomainPeople. When ordering those Services, Customer must review and agree to DomainPeople's standard Domain Name Registration Agreement prior to receiving Domain name registration Services. That agreement may be accessed via the following URL: <http://www.domainpeople.com/legal/registration-agreement.pdf>. The following additional provisions will apply for domain name registrations.

(a) Domain Name. If CenturyLink provides Customer with a CenturyLink Domain Name, Customer may only use the CenturyLink Domain Name during the term of the Agreement. CenturyLink owns and has the right to change the CenturyLink Domain Name. Other than for identifying the location of Customer's Web site, Customer may not issue any public announcement regarding the Agreement or use the name or any marks of CenturyLink or any of its affiliates without the prior written approval of CenturyLink. If Customer has obtained a CenturyLink Domain Name, Customer may request that CenturyLink automatically renew the CenturyLink Domain Name registration annually. Customer will be charged an Annual Domain Name Registration fee for each such renewal. If Customer does not request CenturyLink to automatically renew the CenturyLink Domain Name, Customer will be responsible for renewal. If the CenturyLink Domain Name expires, it will be placed in redemption status starting thirty (30) days after expiration. The redemption status period lasts for up to thirty (30) days. If Customer asks CenturyLink to reinstate the CenturyLink Domain Name during the redemption status period, Customer will be charged a domain name reinstatement charge. Customer's e-mail and Web hosting will

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not function while the CenturyLink Domain Name is in redemption status. The CenturyLink Domain Name may not be reinstated after the redemption status period has expired.

(b) Domain Name Transfers. CenturyLink does not monitor, and will not automatically cancel, Service for problems relating to domain name transfers. If Customer has trouble transferring a domain name and wishes to terminate Service, Customer must provide notice of termination to CenturyLink as indicated in these Service Descriptions, the Service Exhibit (if applicable) and the Agreement. Whether or not a domain name transfers, Customer will be responsible for paying any outstanding amounts owed on Customer's account through the date of termination. CenturyLink may terminate Service for Cause as set forth in the Agreement, including but not limited to any violations of the terms of the Agreement, Service Exhibit (if applicable) or the terms and conditions of these Service Descriptions. CenturyLink may, but is not obligated to, send notice of any such violations before termination. When Customer's account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of CenturyLink, and is subject to applicable charges.

(c) Proxy Services. For Proxy Services, Customer agrees that if CenturyLink or the third-party provider does not receive a response to a communication sent to Customer within 48 hours of such communication being sent, then the sender of such communication may, at its sole discretion, suspend or terminate the Proxy Services. CenturyLink reserves the right to suspend or terminate any or all of the Services provided to Customer entirely in such event.

(d) Revocation. CenturyLink reserves the right to immediately suspend, terminate, transfer, or modify Customer's domain name registration for reasons including (i) Customer's breach of the Agreement; (ii) Customer's use of the domain name registration services in a manner that is in contradiction of applicable laws or CenturyLink's AUP, including sending mass unsolicited commercial advertisements or otherwise spamming, making or sending threats, harassments or obscenities; (iii) Customer's use of the domain name registration services in connection with unethical activity; (iv) CenturyLink's receipt of an order from a court of competent jurisdiction or an arbitration award; or (v) any other grounds that impose a legal risk to CenturyLink or its third-party providers as determined at its sole reasonable discretion. Customer agrees that it will not receive any refund whatsoever for any such suspension, termination, transfer, or modification to its domain name registration.

(9) Additional E-Mail Provisions.

(a) E-mail Accounts. CenturyLink will have the right to delete an Abandoned Mailbox and/or all Abandoned E-mails residing in the Abandoned Mailbox. At least two weeks in advance, CenturyLink will send to the master e-mail account a notice that the Abandoned Mailbox and/or the Abandoned E-mails will be deleted if the End User does not log into the Abandoned Mailbox within two weeks. CenturyLink has the right to delete all content stored in any of Customer's or Customer's End User's spam folders or e-mail accounts for 30 days or more.

(b) E-mail Storage Space and Other Limitations. Mailbox storage space, the size of outgoing and incoming e-mail, and the number of mailboxes available to Customer are limited. Limits are based on Customer's Service Plan. When a mailbox reaches its limit, Customer will not be able to receive or send e-mail. Additionally, e-mail that exceeds the size limit will not be delivered, and Customer will receive a notice that the e-mail was too large. CenturyLink e-mail accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio, and video files.

(10) Additional Web Design Provisions.

(a) Customer Responsibilities. Customer acknowledges and agrees that: (i) The setup and other fees applicable to the Design Service, Additional Pages and Hourly Updates are non-refundable once development work has commenced. It is Customer's sole responsibility to ensure that CenturyLink receives all necessary Content before design work begins. No design work will be initiated until all required Content is provided to CenturyLink. (ii) Customer must send Content to the CenturyLink design team in electronic format. Fax copies and handwritten or typed hardcopy letters cannot be accepted. (iii) Web page development commences once Customer's written submittal form is submitted via e-mail and Customer's Content has been provided to CenturyLink. (iv) Once Customer receives a beta site from the CenturyLink design team, Customer has 5 business days to respond with approval or revisions. Upon approval, or if there is no response from Customer within 5 business days, the Web site will be deemed accepted by Customer and CenturyLink will deem the service engagement completed. (v) If Customer has revisions to the beta site, the CenturyLink design team will complete the revisions and send Customer a final proof of the Web site. Customer will be given an additional 5 business days to approve or make final alterations to Content before the Web site is deemed accepted by Customer and CenturyLink deems the service engagement completed. (vi) CUSTOMER IS RESPONSIBLE FOR THE ACCURACY AND APPROPRIATENESS OF ALL DATA AND CONTENT WITHIN CUSTOMER'S WEB SITE, INCLUDING ACCURATE SPELLING AND GRAMMAR. CENTURYLINK WILL NOT BE HELD RESPONSIBLE FOR INACCURATE INFORMATION

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AND ANY POTENTIAL DAMAGES CAUSED BY SUCH INACCURACIES. (vii) Customer understands that the CenturyLink design team will not maintain copies of files or documents that are sent by Customer, and that Customer is solely responsible for backing up this data. Furthermore, CenturyLink retains all ownership and proprietary rights in all source codes developed by CenturyLink. (viii) Customer understands and agrees that CenturyLink's performance under the Design Terms will be dependent upon Customer's timely and satisfactory performance of its responsibilities. If CenturyLink is unable to perform or is delayed in performing its responsibilities under the Design Terms as a result of Customer's delay or failure to perform its responsibilities, the parties will discuss, mutually agree to and document, in a change order, any modified roles and/or fees associated with such delay or failure.

(b) Rights and Licenses.

(i) Right to Web Site. Until full payment of fees has been made to CenturyLink for Services rendered, CenturyLink will have no obligation to deliver the Web site developed to Customer, including Content. Upon full payment of fees, CenturyLink will grant to Customer all rights, title and interest in the Web site, with the exception of any CenturyLink Materials, Third-Party Materials, and Background Technology, as defined in Section 1 "General" above.

(ii) Limited License to CenturyLink Materials, Third-Party Materials and Background Technology. Subject to the terms and conditions in the Agreement, CenturyLink grants Customer a perpetual, nonexclusive license to copy, distribute, transmit, display and perform any and all CenturyLink Materials, Third-Party Materials, and Background Technology that is incorporated into Customer's Web site, in whole or in part, solely as necessary for Customer to operate, maintain, and make the Web site available in the normal course of Customer's business. Customer may not duplicate or distribute any CenturyLink Materials, Third-Party Materials or Background Technology to any third party without the prior written consent of CenturyLink. All ownership and proprietary rights in the CenturyLink Materials, Third-Party Materials, and Background Technology remain at all times with the respective owner thereof, and nothing herein transfers or assigns any rights or interest therein except the licenses granted thereto. All rights to the CenturyLink Materials, Third-Party Materials and Background Technology not expressly granted to Customer hereunder are retained by CenturyLink. CenturyLink reserves the right to re-use CenturyLink Materials, Third-Party Materials and Background Technology used to develop Customer's Web site in the development of another customer's website. Without limiting the foregoing, Customer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the CenturyLink Materials, Third-Party Materials or Background Technology, except as allowed by law.

(iii) Limited License to Content. Customer Content and material derivatives, improvements, or modifications thereof will at all times remain Customer's sole property. Customer hereby grants to CenturyLink the limited, nonexclusive right and license to copy, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use and exploit Customer's Web site, any of Customer's Content, or any of Customer's marks provided to CenturyLink hereunder, solely for the purpose of rendering the Design Service, Additional Pages and Hourly Updates under the Agreement. Such limited right and license will extend to no other materials or for any other purpose and will terminate automatically upon termination of the Agreement for any reason.

(c) Limited Warranty. CenturyLink warrants that the Web site will materially conform to specifications or acceptance criteria mutually agreed upon between the parties in writing when delivered to Customer and for a period of thirty (30) days following acceptance. The foregoing warranty will not extend or apply to any Web site modified by any party other than CenturyLink or CenturyLink's suppliers. If Customer discovers an Error in the Web site during the Warranty Period, CenturyLink's sole responsibility will be to use commercially reasonable efforts to correct such Error. All warranty claims not made in writing within the warranty period described in this section will be deemed waived. CenturyLink's warranty obligations are personal to Customer and may not be extended to any third party. CenturyLink's correction of any Error will be Customer's sole remedy and CenturyLink's sole liability for non-conformation to the specifications or acceptance criteria.

(d) Content Standards. Customer is solely responsible for all Content it provides to CenturyLink hereunder. Customer covenants that Content will not: (i) be false, inaccurate or misleading; (ii) infringe or misappropriate any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing privacy, publicity, export control, consumer protection, unfair competition, antidiscrimination or false advertising); (iv) be defamatory, trade libelous, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities; (v) be obscene or contain child pornography; (vi) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vii) link directly or indirectly to or include descriptions of goods or services that violate any applicable law, statute, ordinance or regulation, or that violate CenturyLink's AUP.

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(e) Web Design Services Term and Termination. The term of the Design Service, Additional Pages or Hourly Updates commences when Customer submits an order for such Services, and continues on a month-to-month basis, subject to the MST described in Section 2.C(8)(a) above. Customer may terminate the Design Service, Additional Pages or Hourly Updates at any time by providing notice to CenturyLink as described in the Agreement. For the Design Service, Customer is entitled to a 100% refund should Customer decide to terminate the Web design project prior to entering the Pre-development phase. The Pre-development phase begins when a CenturyLink account manager has been assigned to Customer's project, and has commenced working on Customer's Service, including gathering Content and information from Customer and consulting with Customer regarding Customer's Web site design. Customer is entitled to a 50% refund should Customer decide to terminate the Web design project during the Pre-development phase, and before entering the Development phase. The Development phase begins when the Web design project is assigned to CenturyLink's Web development team, and any design work has commenced. Once the Development phase has begun, all fees are non-refundable and no refunds will be given. Any refunds will be credited to Customer's account to which the Services were originally billed. For Additional Pages and Hourly Updates services, there are no refunds once the work has been initiated. Termination of the Design Service, Additional Pages or Hourly Updates services does not terminate other services, commitments and contracts Customer may have with CenturyLink. Except as provided above, if Customer terminates its Web design service Package prior to expiration of the MST (or if CenturyLink terminates for Cause), Customer will be charged a Cancellation Charge equal to the monthly recurring charge for Customer's Web design Package for any months remaining in the MST, plus any charges for Services accrued but not yet paid. CenturyLink may: (i) terminate the Design Terms upon seven (7) days written notice for any reason; or (ii) immediately suspend or terminate Customer's use of the Design Service, Additional Pages or Hourly Updates and destroy any Content if CenturyLink, in its sole discretion, concludes that (A) Customer has engaged in illegal activities, in activities or sales that may damage the rights of CenturyLink or others, or (B) has violated or threatened to violate CenturyLink's AUP, the Design Terms, the terms of the Agreement or any other agreement Customer may have with CenturyLink. Any suspension or termination under subpart (ii) of this paragraph may take effect immediately. Termination under subpart (ii) will be considered a termination by CenturyLink for Cause. If CenturyLink terminates Customer's Design Service, Additional Pages or Hourly Updates in connection with subpart (ii), Customer will not be entitled to a refund or credit of any fees Customer has paid, and Customer may be subject to a Cancellation Charge. Without limitation, Customer expressly acknowledges and agrees that in addition to this Section (e), the terms and conditions the "Termination" section of the Agreement also apply to termination of the Design Service, Additional Pages or Hourly Updates. In the event of a conflict between this Section (e) and the "Termination" section of the Agreement, this Section (e) will prevail. Section 2.D(10)(a)(vii) and Sections 2.D(10)(b) through (d) will survive the termination or expiration of the Design Terms.

(11) Additional CenturyLink IQ™ Online Backup Service Provisions.

(a) Use of the CenturyLink IQ™ Online Backup Service requires download of software to End User PCs. During the download process, End Users will be asked to review and agree to the terms of a third-party end user license agreement ("EULA").

(b) The Service provides remote storage and backup capability of data from an End User PC's hard drive. Storage space available for backups is limited by the plan Customer selects. If Customer or End Users exceed the storage space allotted to an End User under Customer's plan, the End User will receive an error message, and backup will not proceed until the End User either deletes unneeded files from End User's backup so that sufficient storage space becomes available, or Customer purchases a plan with sufficient additional storage space. Deleting files removes them from all stored backup versions, and they will no longer be accessible for recovery. Customer and its End Users will be solely responsible to determine what data gets backed up, and the backup intervals.

(c) If an End User accesses CenturyLink IQ™ Online Backup Service from outside of the United States, any information that the End User transmits through the Service will be transferred to the United States and stored in servers located there, which may be owned and maintained by a third party processor. CenturyLink contractually requires such processors to maintain Customer and End User personally-identifiable information under specific confidentiality terms which comply with United States law. Customer and End User information may be subject to less protective data protection laws than the country in which End User is located.

(d) CenturyLink IQ™ Online Backup Service is not an archival service. Customer and its End Users are solely responsible to maintain original versions of End User files on the End User computer that End User backs up. Access to End User files through Customer's or End User's CenturyLink IQ™ Online Backup Service account will cease upon termination or expiration of the account.