

**CENTURYLINK® TOTAL ADVANTAGE® EXPRESS AGREEMENT  
DETAILED TERMS AND CONDITIONS VERSION 61**

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**CENTURYLINK<sup>®</sup> TOTAL ADVANTAGE<sup>®</sup> EXPRESS AGREEMENT  
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**These Detailed Terms And Conditions Are Additional Terms And Conditions That Apply To The CenturyLink Total Advantage Express Agreement and were incorporated into that Agreement by reference.**

**I. GENERAL TERMS AND CONDITIONS.**

**A. Definitions.**

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Agreement" means the Summary Page, the DT&C version 61, applicable Bundle, Package or Other Offer Provisions, applicable Detailed Descriptions or Service Descriptions, applicable SOW(s), and any CenturyLink-accepted Order Forms.

"Annual Period" means each 12 month period following the Effective Date.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal>.

"Cancellation Charge" mean a cancellation or termination charge (a) described in a Service-specific section of this Agreement (or in the Tariff for applicable CenturyLink QC services); (b) for CPE-related charges, as set forth in the Detailed Descriptions or a SOW; and (c) incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days of written notice.

"CenturyLink QC Contributory Services" means the following services that are provided by CenturyLink QC: Centrex, Centron<sup>®</sup>, Analog Trunks, Digital Switched Service, ISDN Services, Uniform Access Solution, SHARP, Business local exchange lines (e.g., CenturyLink Choice<sup>™</sup> Business packages), CenturyLink<sup>™</sup> High-Speed Internet, ATM (IntraLATA), Frame Relay (IntraLATA), Analog Private Line, DS1, DS3, SST, Optical Wavelength Service, SHNS, Geomax<sup>®</sup>, Metro Ethernet, and directory services.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Customer Provided Local Access" or "CPA" is local access that Customer orders from a third party local access provider to connect its premises to the CenturyLink Domestic Network at a Demarcation Point specified by CenturyLink, for which Customer will pay a CPA charge when using CPA Dedicated Facilities.

"Early Termination Charge" equals: (1) for Customers selecting a monthly Revenue Commitment: (a) 100% of the Revenue Commitment times the number of months remaining in the then current Annual Period in which the Agreement is terminated; plus (b) 35% of the total Revenue Commitment for any other Annual Period(s) remaining in the Term; or (2) for Customers selecting an annual Revenue Commitment: (a) 100% of the Shortfall for the then current Annual Period in which the Agreement is terminated; plus (b) 35% of the total Revenue Commitment for any other Annual Period(s) remaining in the Term.

"End Users" means Customer's members, end users, customers, or any other third parties who utilize or access the Services or the CenturyLink's networks via the Services provided hereunder.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf).

"Layer 3 Expansion Site" means a third-party managed, carrier-neutral collocation facility where Customer can cross-connect with CenturyLink to purchase CenturyLink IQ Internet Ports. Customer must purchase service (i.e., cross-connect) directly from the Layer 3 Expansion Site manager, not CenturyLink.

"Measurement Period" is either an annual or monthly period following the Effective Date, as applicable to Customer's Revenue Commitment.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing the quote will take precedence over the order request form, but not over the Summary Page or DT&C.

"Protect Route" means Leased Access (ELA, Wavelength Local Access, and Special Access only) where requested by Customer and available, in which CenturyLink will provide a separate fiber facility path for the protection system between the third party local access provider's serving wire center and the Customer premises. Protect Route uses backup electronics and two physically separate facility paths in the provisioning of the Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations.

"PSTN" means public switched telephone network.

"Regulatory Activity" is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

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"RSS" means as applicable CenturyLink's International and Interstate Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS.

"Shortfall" means the difference between Revenue Commitment and Customer's Contributory Charges paid during a Measurement Period.

"SLA" means the service level agreement specific to the (a) Service, located at <http://www.centurylink.com/legal>; or (b) CPE-related Service as described in Detailed Descriptions located at <https://www.centurylinkselectadvantage.com/>.

"Start of Service Date" means the date CenturyLink notifies Customer that the Service is provisioned and ready for use, unless otherwise defined in the Service-specific sections of this Agreement.

"Service" means the individual services offered under this Agreement, as described in their Service-Specific terms and conditions.

"Tariff" includes as applicable: CenturyLink state or federal tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules posted at <http://www.centurylink.com/tariffs>, incorporated by this reference.

"Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sales price or transactional amount, or surcharges, fees, or other similar charges, which are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

**B. Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Provisions. CenturyLink QCC CPE-related charges are due upon Customer's receipt of the invoice and any payment not received within 30 days after invoice date may be subject to interest charges as permitted by applicable law. Taxes may vary and are subject to change. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees if Customer selects paper delivery of an invoice or when Customer's payment preferences deviate from CenturyLink's standard practices.

**C. Notices.**

**1. Required Notices.** Unless otherwise provided in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in CenturyLink's records. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**2. Service Termination Notices. CenturyLink QCC:** Except for CPE purchases, or except as otherwise specified in the Service Descriptions for Managed Applications, Customer's notice of termination for CenturyLink QCC Services must be sent via mail, fax or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, FAX: 866.887.6633, e-mail: [GBMdisconnects@CenturyLink.com](mailto:GBMdisconnects@CenturyLink.com). Such termination will be effective 30 days after CenturyLink QCC's receipt of the notice, unless a longer period is otherwise required. For Services covered by the CPE Products & Services Section, Customer must call the customer care number specified on Customer's invoice to provide notice of termination. **CenturyLink QC:** Customer must call 800.603.6000 or any other customer care number specified on Customer's invoice to provide notice of termination for CenturyLink QC Services.

**D. Termination.**

**1. Agreement Termination.** Each party may terminate this Agreement: (a) with written notice of termination to the others at least 60 days before the expiration of the then-current Term; or (b) for Cause.

**2. Early Termination Charges; Cancellation Charges.** If a particular Service is terminated other than for Cause by Customer, the Cancellation Charges set forth in the applicable Service-Specific Terms and Conditions, Detailed Descriptions or Tariff will apply. If before the Term's conclusion, this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will pay to CenturyLink the following: (a) for CenturyLink QCC Services, the higher of the Early Termination Charge described in this DT&C or the sum of all CenturyLink QCC Cancellation Charges that apply for terminating all CenturyLink QCC Service at the time this Agreement is terminated; (b) for CenturyLink QCC CPE-related charges, the Termination Charges as set forth in the Detailed Descriptions or SOW; and (c) for CenturyLink QC Services, the CenturyLink QC termination charges as set forth in the Tariff or this Agreement. Unless an applicable CenturyLink QC Tariff provides to the contrary, no Cancellation Charge or Early Termination Charge will apply if Customer cancels the Agreement within 5 days after the Effective Date. Customer agrees that no charge identified herein is a penalty. Customer will remain liable for charges accrued but unpaid as of the termination date.

**3. Early Termination Waiver.** If Customer replaces this Agreement with a CenturyLink® Total Advantage® Agreement and revenue commitment at least as large as the Revenue Commitment and a term commitment at least as long as the then-remaining term of the Term Commitment, then CenturyLink will waive any CenturyLink QCC Early Termination Charges applicable under this Agreement. Similarly, if Customer includes a Service Exhibit for any Service previously purchased under this Agreement and orders replacement Service under a replacement CenturyLink Total Advantage Agreement in at least the same volume, at the same Customer location, and with a new minimum service period at least as long as the then-remaining minimum service period for that Service, then CenturyLink will waive the Cancellation Charge under this Agreement for that Service. Early termination charges for CenturyLink QC Services will be waived only when Customer meets the termination charge waiver provisions for that Service in the applicable Tariff or this Agreement or, if the Services are provided under a separate agreement (e.g., the CenturyLink High-Speed Internet Subscriber Agreement), per the terms and conditions of that agreement.

**E. Installation, Maintenance, Repair.** Provision of Services is subject to availability of adequate capacity and its acceptance of a complete Order Form. Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury. Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

**F. No Resale; Security.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal

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information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**G. AUP.** Customer may not use the Services for any abusive, harassing, or other unlawful purpose and warrants that its use of the Services will comply with the AUP (posted at <http://www.centurylink.com/legal/>, including all future revisions), which is incorporated by reference. CenturyLink may modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**H. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**I. Indemnification.** Each party will defend and indemnify the others, their Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees arising directly from the performance of this Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the indemnifying party unless otherwise stated in a CenturyLink QC Tariff. Customer will also defend and indemnify CenturyLink, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

**J. Confidentiality.** No party will, without the prior written consent of the other parties: (a) disclose any term of this Agreement; or (b) disclose or use (except as expressly permitted by or required to achieve the purposes of, the Agreement's) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect another's Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**K. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**L. Governing Law; Dispute Resolution.**

**1. Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

**2. Governing Law; Forum.** Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.

**3. Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

**4. Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

**M. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

**N. Assignment.** Customer may assign this Agreement and the Services only with CenturyLink's prior written consent, but Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances.

**O. Miscellaneous.**

**1. General.** The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements specifically stated in Service-Specific Terms and Conditions or an SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, indemnification, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. CenturyLink QC Services are available in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

**2. Conflicts Provision.** If a conflict exists among any of the documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: a Tariff (other than the RSS), any bundle, package, offer or promotional provisions (if applicable), the Summary Page, the Service-Specific sections of this DT&C, the remainder of this DT&C, the Tech Pub, the RSS, ISS, any SOW and any Order Form. The Tariffs are incorporated by reference and made a part of this Agreement.

**3. Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

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**4. ARRA.** Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**5. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**6. Credit Approval.** Provision of Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

**7. Amendments; Changes.** The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

**8. Websites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

**II. ADDITIONAL SERVICE-SPECIFIC TERMS AND CONDITIONS (available to all CenturyLink Total Advantage Express Customers)**

Services listed under this Section II are available to all CenturyLink Total Advantage Express Customers. For Services available only through CenturyLink's EZ Group (including Managed VoIP, Managed VoIP Bundles, SIP Trunk, and other Services), the terms and conditions in Section III below will apply in lieu of the provisions in this Section II.

**A. Local Voice, ISDN-PRS, DSS, CenturyLink Choice™ Business Offerings.** Local Voice, ISDN PRS and DSS Services under this section are provided by Qwest Corporation, d/b/a CenturyLink QC. CenturyLink Choice Business Offerings are bundles provided by CenturyLink QC and CenturyLink QCC. The terms and conditions of these Services purchased under the Agreement are in the applicable Tariffs.

**B. ISDN PRS, DSS.**

**1. Scope.** Service under this section is provided by Qwest Corporation, d/b/a CenturyLink QC. Service is subject to technical publication 77400 located at <http://www.centurylink.com/techpub/> ("Tech Pub").

**1.1 ISDN PRS.** If Customer purchases ISDN PRS, CenturyLink will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. ISDN PRS circuits include a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

**1.2 ISDN PRS-UAS.** If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

**1.3 DSS Advanced.** If Customer purchases DSS Advanced, CenturyLink will provide Customer with a circuit that includes a digital DS1 facility; common equipment to interconnect with CenturyLink's local exchange switching office; and advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

**1.4 UAS.** If Customer purchases UAS, CenturyLink will provide Customer with a digital circuit with single-number route indexing which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (a) In-only trunking; or (b) Two-way trunking.

**1.5 Use of Service.** Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If CenturyLink determines that ISDN PRS or any optional feature is being used inappropriately, CenturyLink may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

**2. Service Term; Minimum Service Period.**

**2.1** The term for Service ("Service Term") is as provided on the Summary Page. A separate Service Term applies to Service ordered in each state and will begin on the later of the Start of Service Date or Customer's acceptance of Service in each state. Should CenturyLink continue to provide Service after the Service Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

**2.2** The Minimum Service Period for Service is 12 months from the date Service is available for use ("MSP"). Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the MSP.

**3. Service Provided.**

**3.1** CenturyLink will provide and maintain Service at the locations and in the quantities specified in Exhibit 1, incorporated herein by this reference, and as requested on any subsequent order for Service or amendment to this Agreement.

**3.2** CenturyLink will notify Customer of the date Service is available for use. If Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace

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Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date Service is available for use, or is unable to accept Service during the Grace Period and CenturyLink cancels Service at the end of the Grace Period, the Tariff order cancellation charges may apply.

**4. Charges and Billing.**

**4.1** Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Summary Page. For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC will not change during the Service Term. Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due will be subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service.

**4.2** Charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of Customer's purchase of any customer premises equipment or enhanced services from CenturyLink.

**4.3** If Service is not available in Customer's switch, interoffice mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply. Such mileage is governed by the Tariff for Private Line Transport, or if there is no such Tariff, in accordance with CenturyLink's business practice for mileage.

**5. Customer Responsibilities for 911 Call Routing.** If Customer purchases ISDN PRS or DSS under this Agreement, Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number. Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call. Customer hereby agrees to release CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX, ISDN PRS or DSS signaling parameters set by Customer.

**6. Service Changes.**

**6.1 Moves.** Customer may move the physical location of all or part of Service to another location within a CenturyLink serving area, provided the following conditions are met; (a) Service moved to the new location is provided to Customer by CenturyLink; (b) Customer advises CenturyLink that Service at the new location replaces existing Service; (c) Customer's requests for the disconnection of the existing Service and the installation of Service at the new location are received by CenturyLink on the same date; (d) Customer requests that CenturyLink install Service at the new location on or prior to the disconnection date of the existing Service; and (e) Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.

**6.2 Additions to Service under the Agreement.** Service may be added up to 12 months prior to the expiration date of the applicable Service Term. CenturyLink will supply such additions to Customer, subject to the following conditions: (a) the necessary facilities are available as determined by CenturyLink to provide Service; and (b) a new MSP is established for each new addition to Service. If Service being added is not itemized in Exhibit 1, Customer agrees to execute a written amendment evidencing such addition to Service.

**6.3 Additions During Last 12 Months of Term.** Service ordered during the last 12 months of a Service Term must be added (a) pursuant to a new agreement that may include the existing Service; or (b) on a month-to-month basis at the rates in effect in the Tariff.

**7. Termination.**

**7.1** Either party may terminate Service as permitted by Tariff or for Cause. If Customer terminates Service other than for Cause or CenturyLink terminates for Cause before the end of the Service Term, Customer will owe a termination charge. Termination charge is 100% of the MRC for terminated Service times the number of months (or fraction thereof) remaining (if any) in the MSP, plus 50% of the MRC times the number of months remaining in the Service Term after the MSP.

**7.2** A termination charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other CenturyLink provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by CenturyLink; and (e) a new MSP goes into effect, if applicable, when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

**8. Out-of-Service Credit.** If CenturyLink causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable tariff and the interruption lasts for more than 24 consecutive hours after CenturyLink receives notice of it, CenturyLink will give Customer credit calculated by: (a) dividing the monthly rate for the affected Service by 30 days; and then (b) multiplying that daily rate by the number of days, or major fraction, that Service was interrupted.

**C. CenturyLink™ High-Speed Internet.** Service under this section is provided by Qwest Corporation, d/b/a CenturyLink QC. CenturyLink High-Speed Internet service and any CenturyLink QC-provided Internet access service are offered under the CenturyLink High-Speed Internet Subscriber Agreement terms at <http://www.centurylink.com/legal/highspeedinternetsubscriberagreement/>, which include arbitration and limits on CenturyLink liability. Customer must maintain the service for the term commit period listed on the Summary Page or pay an early termination charge. CenturyLink High-Speed Internet service may not be available in all areas or at the rates or speeds generally marketed. Customer may not be able to receive all speeds shown in this Agreement. Additional terms apply, including restrictions on availability. Please see the CenturyLink High-Speed Internet Subscriber Agreement. If there is a conflict between this Agreement and the CenturyLink High-Speed Internet Subscriber Agreement, the CenturyLink High-Speed Internet Subscriber Agreement will prevail.

**D. Domestic and International Voice.**

**1. Description.**

**1.1** Service under this section is provided by CenturyLink QCC. Service consists of (A) domestic: Long Distance, Toll Free, Virtual Network Service, worldcard®, and Directory Assistance; and (B) international: Outbound Long Distance, Toll Free, and worldcard®. Customer may not use any Toll Free telephone number, or other number advertised or widely understood to be Toll Free, in a manner that violates 47 CFR 64.1504. The SLA provides

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Customer's sole remedy for a service deficiency. Except where specified otherwise, for international outbound voice service, the rates will only apply to outbound voice service originating in the U.S. (subject to availability) and terminating internationally on land-line facilities and will not apply to international outbound voice service terminating internationally on cellular facilities; for international inbound voice service, the rates will only apply to inbound voice service originating internationally on land-line and cellular facilities. Airtime is charged for mobile calls.

**1.2 Domestic IP Voice.** Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the Service Guide, AUP, and applicable sections of the SLA which are posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the Service Guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**1.3 CenturyLink Domestic 8XX Outbound Service.** CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place 8XX Outbound TDM or IP calls to CenturyLink owned or non-CenturyLink owned 8XX numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications.

**2. Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed toll-free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with toll free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound toll free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed toll-free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

**3. Charges.** Customer will pay all applicable charges set forth in the Summary Page, DT&C, Tariff, RSS, and an Order Form. Customer is responsible for all metered-usage charges and per-call charges accruing from the point Service is available for Customer use, whether or not CenturyLink notifies Customer of Service availability. The rates do not include local access costs. The international per minute rates, country/mobile codes and charges are provided for informational purposes only. CenturyLink code **1Q04 BRP** must be entered on the Order Form to provide the international rates described in the DT&C. The international rates for Service are controlled by the RSS and are subject to change.

**4. Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**5. Domestic Voice Specific Terms.**

**5.1 General; Definitions.** Except as set forth in this section or elsewhere in the Detailed Terms and Conditions specific to Domestic Voice, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink QCC will provide domestic Voice Services ("Service") under the terms of the Agreement, RSS, ISS, and Tariff.

**5.2 Service Description.** Voice Service consists of domestic Long Distance, domestic Toll Free, domestic Virtual Network Service ("VNS"), domestic worldcard®, and domestic Directory Assistance Services. Domestic Long Distance Service is available both interstate and intrastate, through switched and dedicated facilities. Toll Free Services is also available through switched or dedicated facilities. CenturyLink is required by the FCC to state in these Detailed Terms and Conditions that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Directory Assistance offers one rate to Voice Service customers domestically. With respect to Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to these rules: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: (a) the standard option includes CenturyLink's trademarks and telephone number; (b) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and (c) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed herein, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account



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are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

**5.3 Term.** These Detailed Terms and Conditions will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

**5.4 Charges.** Customer will pay all applicable rates and charges as set forth in the Summary Page, in the RSS, ISS, or Order Form. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. The Rates include all discounts applicable to the Service, if any. The Rates do not include costs associated with local access or CPE, which rates are described in the Provisions specific to those services or in a separate agreement for such service. Domestic Outbound Long Distance, domestic Toll-Free, domestic VNS, and domestic worldcard voice services will be charged at the CenturyLink Total Advantage rates in the RSS, which include all discounts. Those rates will be used for calculating Contributory Charges.

## **6. International Voice-Specific Terms**

**6.1 General; Definitions.** Except as set forth in this section or elsewhere in the Detailed Terms and Conditions specific to International Voice, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink QCC will provide international voice service ("Service" or "International Voice Service") under the terms of the Agreement and RSS.

**6.2 Service Description.** Service consists of International Outbound Long Distance, International Toll Free and International worldcard®. Except where specified otherwise, for international outbound voice service, the rates specified herein will only apply to international outbound voice service originating in the U.S. (subject to availability) and terminating internationally using land-line facilities and will not apply to international outbound voice service terminating internationally using cellular facilities or, for international inbound voice service, the rates specified herein will only apply to international inbound voice service originating internationally using land-line and cellular facilities. But airtime is charged for mobile calls.

**6.3 Charges.** For Domestic Service, Customer will pay all applicable charges set forth in the Summary Page, DT&C, Tariff, RSS, and an Order Form. Customer is responsible for all metered-usage charges and per-call charges accruing from the point Service is available for Customer use, whether or not CenturyLink notifies Customer of Service availability. The rates do not include local access costs. Refer to the Summary Page for International Service.

## **E. Domestic CenturyLink IQ® Networking Service.**

**1. General.** Except as otherwise set forth in these Detailed Terms and Conditions, capitalized terms have the definitions assigned to them in the Agreement. CenturyLink QCC will provide Domestic CenturyLink IQ® Networking Service ("Service") under the terms of the Agreement, these Detailed Terms and Conditions, and any signed quotes between CenturyLink QCC and Customer.

### **2. Service.**

**2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

**2.2 Ports.** CenturyLink offers Service in the following port ("Port") types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity.

**(b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

**(c) Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.

**(d) CenturyLink IQ® + Port.** A CenturyLink IQ + Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service-specific provisions and the CenturyLink Rental CPE Service-specific provisions (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using Pro-MET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ + Port is only available in a CenturyLink determined data center.

**2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Except for CenturyLink IQ + Ports, CenturyLink will provide Select Management with each domestic Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below:

**(a) Monitor and Notification.** Monitor and Notification is included with CenturyLink IQ + Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

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**(b) Select Management** Select Management includes 24x7x365 up/down monitoring as well as 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

**(c) Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

**(iv)** Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included with Private Ports, the Private Port functionality of Enhanced Ports and CenturyLink IQ + Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 Secure IP Gateway.** Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

**2.7 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

**2.8 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

**(a) Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site

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contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-end Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.9 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports and CenturyLink IQ + Ports respectively. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports or CenturyLink IQ + Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this section, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in the Summary Page, offer attachment, or a valid signed CenturyLink issued quote. For CenturyLink IQ + Ports only, the rates for the (a) Local Access, (b) Monitor and Notification and (c) optional Rental CPE and Priority Queuing are presented with the Port rates. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the Summary Page offer attachment, or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates.

**4.1 Pricing Methodologies.**

**(a) Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

**(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

**(c) Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote for CenturyLink IQ + Ports or (b) the service term specified in the Summary Page for other domestic Ports (each a "Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, CenturyLink IQ + Ports and other domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

**(a) Domestic Internet Port, Private Port or Enhanced Ports:** (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

**(b) CenturyLink IQ + Ports:** (i) 100% of the CenturyLink IQ + Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**5.3 Waiver of Cancellation Charges.**

**(a) Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology; or (iii) upgrades any Port to a CenturyLink IQ + Port. All

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upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service-specific provisions. Customer can upgrade a CenturyLink IQ + Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ + Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

**(b) Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges if Customer migrates the Port to new Analog VoIP Service, or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

**8. SLA.** Ports other than CenturyLink IQ + Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ + Ports are subject to the CenturyLink IQ + Port SLA, and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/>, and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

**F. Rental CPE.**

**1. General.** Service under this section is provided by CenturyLink QCC. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in these Detailed Terms and Conditions and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

**2. Eligibility.** In order to qualify for CPE, Customer must also purchase CenturyLink IQ Networking, Analog VoIP, Integrated Access Packages, Managed VoIP, Managed VoIP Bundle Services, SIP Trunk or SIP Trunk bundles or packages, Hosted VoIP or Managed Office ("Underlying Services").

**3. Delivery; Return.** Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the sections of the Agreement for the Underlying Services, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

**4. Ownership and Use.** Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

**5. Software License.** Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**6. Insurance.** At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

**7. Charges.** The charges are set forth in the Rental CPE Rate Attachment. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

**8. CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

**9. Term.** CPE and Service ordered during a Term will commence on the Start of Service Date and continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

**10. Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Customer pursuant to this Agreement is controlled by Detailed Description(s) posted at <http://www.centurylink.com/legal/> and incorporated by reference. CenturyLink may change the Detailed

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Descriptions at any time with the change effective upon posting. Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances.

**11. Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

**12. Separate CenturyLink and Verizon Wireless Offerings.** If Customer uses CPE and Service in conjunction with Mobile Broadband Wireless Router service provided by Verizon Wireless, Customer understands that such service is provided under the terms of Customer's separate contract between Customer and Verizon Wireless. Customer is responsible for all contractual obligations to Verizon Wireless, including, but not limited to all payment obligations, including any monthly access, overage, or early termination fees.

**13. Miscellaneous.** If a conflict arises among the terms governing the provision of CPE and Service, the following order of precedence will apply in descending order of control: the Summary Page, the "Rental CPE" Section of these Detailed Terms and Conditions, and Section 1 of the Agreement. For purposes of Section 1, the CPE provided under this Section is a Service.

**G. CPE Products & Services.**

**1. Definitions.** Solutions under this section are provided by CenturyLink QCC. Except as set forth in this "CPE Products & Services" Section and any Detailed Description(s), capitalized terms will have the definitions assigned to them in the Agreement.

"Change Order" means any change, submitted by Customer to CenturyLink, or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com> and incorporated by this reference.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"Solutions" means Products and Services provided under this "CPE Products & Services" Section.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer and Customer's signature on the SOW.

**2. Purchase.** Customer agrees to purchase Solutions by issuing a PO to CenturyLink, or executing a SOW. Customer's purchase of Solutions is subject to and controlled by the Detailed Description(s). By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend this Agreement, including the Detailed Description(s), despite any contrary provisions in the Customer PO. The PO or SOW must refer to this Agreement, acknowledge the applicability of the terms of the Detailed Description(s), and include any other requirements as may be further described in the Detailed Description(s).

**3. Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY IN THE AGREEMENT, CENTURYLINK'S TOTAL AGGREGATE LIABILITY RELATED TO SOLUTIONS PURCHASED UNDER THIS SECTION, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL NOT EXCEED: (I) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THOSE PRODUCTS SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (II) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

**4. Service Term; Termination.** The Service Term will be specified in the PO or SOW. If Customer terminates Services under this "CPE Products & Services" Section before expiration of the Service Term for any reason other than Cause, Services will be subject to Termination Charges set forth in the applicable Detailed Description or SOW.

**5. Charges.** Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law.

**6. Miscellaneous.** This "CPE Products & Services" Section may not be used for the purchase of voice, data or IP services. Customer may not export any CPE Solutions. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), the "CPE Products & Services" Sections in these DT&Cs, the Agreement, and any PO. With respect to the Agreement terms incorporated by reference, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein. For any Solutions accompanying a CPE purchase, Customer must, as specified in the Detailed Description(s), notify CenturyLink in writing of any portion that is unacceptable within 10 days; failure to do so constitutes Acceptance. The charges for Solutions under this "CPE Products & Services" Section are not Contributory Charges under the Agreement. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in an executed PO or SOW.

**H. Local Access.**

**1. General.** CenturyLink QCC will provide Local Access Service ("Service") under these terms, the Agreement and the RSS.

**2. Service Description and Availability.**

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**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service) offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

**(e) IP Connection.** "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Member agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**(a) CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(i) **On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

(ii) **Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in these terms for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**(b) Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DIF or CPA-DIE Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to

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CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on an IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**(c) Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or these terms.

**4. Charges.** Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge may apply in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

**(c) Construction.** Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

**(d) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(e) Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived and (c) the cancellation fees and Cancellation Charges set forth below.

**(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.



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<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

**(b) All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a “Cancellation Charge” equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**(c) Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**(d) Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS-3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop’s Start of Service Date was at least 12 months prior to the requested date of cancellation.
- (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access (“Existing CLPA Service”) with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider (“Upgraded CLPA Service”). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

**(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation (“DFOC”) notice from Customer’s CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink’s receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer’s failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar day’s prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. “CFA” means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

**7. Definitions.** Capitalized terms not defined in the Local Access terms are defined in the Agreement.

“CenturyLink Domestic Network” means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

“CPOP” means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider’s network is possible.

“Demarcation Point” means: (a) the physical interface between the CenturyLink Domestic Network and Customer’s telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer’s telecommunications equipment.

“Leased Access” means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

“On-Net Access” means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

“Service Address” means the business building where Customer receives the Service.

“Start of Service Date” for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink’s ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink’s ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**I. Analog VoIP Service.**

**1. General; Definitions.** Capitalized terms not defined in this “Analog VoIP” Section are defined elsewhere in the Agreement. CenturyLink QCC will provide Analog VoIP Service (“Service”) under the terms of the Agreement and these Detailed Terms and Conditions. Service will be available only as part of a Core Connect Enterprise Integrated Access Package (a “Package”) under the Agreement. Availability of certain Packages is limited, as provided in the Core Connect Enterprise Integrated Access Package provisions (“Package Provisions”).

“Approved Connectivity” means a new or existing CenturyLink IQ Networking Internet Port, Private Port or Enhanced Port (but does not include a



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CenturyLink DIA port). Customer may select from a number of port speeds. The provisions of the CenturyLink IQ Networking sections in the Agreement govern the Approved Connectivity ordered by Customer for Service. All Approved Connectivity used with Service, whether Internet Port, Private Port or Enhanced Port, must support QoS. If Customer selects an Ethernet Local Access (ELA) type that does not provide guaranteed end-to-end QoS, Customer may experience call quality issues and CenturyLink's Voice Availability SLA may not apply.

"Approved CPE" means IADs or Customer premises routers designated by CenturyLink and configured per the specifications designated by CenturyLink.

"CenturyLink-Supplied CPE" means IAD(s) or Customer premises routers rented from CenturyLink. The provisions of the "CPE Terms" subsection below, and the Rental CPE Service-specific section in the Agreement govern rental of CenturyLink-Supplied CPE ordered by Customer for Service.

"Compression" means voice calls are compressed using a G.729a codec, allowing Customer to place more voice calls over a given bandwidth.

"Customer Environment" means Customer's voice and data networks/equipment and premises environment.

"IAD" means a device rented by Customer from CenturyLink for use with the Service. The IAD provides the connection between the Customer Environment and the CenturyLink IP network.

"Off-Net Calls" means any calls that are not local, 8XX-outbound, or On-Net.

"On-Net Calls" means calls that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network.

"Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distances telecommunications services and ported to CenturyLink for use with the Service.

## **2. Service.**

**2.1 Description.** Service is an IP application that provides real time, two-way voice capability, and dynamically allocates both data traffic and voice traffic via Internet protocol ("IP") over Approved Connectivity. Service includes: the ability to place voice calls, an office administrator portal, configuration management of the IAD, and any optional services described in this section that are purchased by Customer, except as noted. CenturyLink will provide Service up to the Standard Network Interface ("SNI") at Customer's location(s). The SNI is that location where CenturyLink's protected network facilities end and Customer's inside wire or network begins. Additionally, CenturyLink will install and configure CenturyLink-Supplied CPE at Customer's location(s) and may provide Extended Wiring, if required. For certain packages that include Analog VoIP, Extended Wiring may be provided under a separate agreement.

**(a) Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the Service MRC. The local calling service area that applies to a VoIP line is based on the area code and prefix assigned to the numbers for that line and does not depend on Customer's physical location.

**(b) Optional Off-Net Calling, Directory Listings, Directory Assistance and Voice Mail Services.** Domestic and international Off-Net Calls, business white and yellow page listings; directory assistance; and voice mail are optional services that are available for additional charges described on the Summary Page. Except as otherwise provided in the Package Provisions, 8XX inbound calls are available under the Domestic or International Voice provisions of this Agreement for a separate charge. Customer may share a single voice mailbox across all circuits supporting Service at each Customer location. Charges for optional voice mail services available with Analog VoIP are shown in the Summary Page.

**(c) Optional Pro Configuration Management Services.** Customer may purchase optional configuration of the IAD ("Pro Configuration Management"). If selected by Customer, the applicable Pro Configuration Management Package MRC is shown on the Summary Page. Depending on the Package selected, Pro Configuration Management will include optional firewall and/or site-to-site VPN on the IAD, and up to 10 remote configuration changes per year, as described in the Package Provisions. For a la carte Analog VoIP Service (i.e., not as part of a Package), Pro Configuration Management will not include optional firewall and/or site-to-site VPN, but will include up to 10 remote IAD configuration changes per year. CenturyLink will waive the MACD charges for the first 10 remote IAD configuration changes for each year of the Term.

**2.2 Packages.** When ordering Service, Customer will select from the Packages described in the Package Provisions. Pricing for Packages purchased by Customer is shown on the Summary Page.

**2.3 Service Conditions.** The following conditions apply to the Service:

**(a) Site Conditions.** Customer must ensure that its Customer Environment meets certain performance specifications designated by CenturyLink both before Service is installed and during the Term. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate Service under the Agreement without liability for a Cancellation Charge. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for deficiencies or interruptions caused by failures of malfunctions in the Customer Environment. Only buildings that CenturyLink classifies as business addresses may receive Service.

**(b) Assistance During Installation.** Assistance from Customer's current voice and/or data vendor(s) or other skilled equivalent is required in the initial stages to complete installation of Service on Customer's side of the SNI (e.g., additional Customer inside wiring, configuration of PBX, computers and phones, etc.). Such vendor(s), or other skilled equivalent, must be able to perform the actions listed on the Customer Vendor Support Checklist provided to Customer by CenturyLink. Failure to correctly perform such actions may cause a Service outage. Customer will be responsible for coordination with such vendor(s), and for any charges billed by such vendor(s). Those charges are not included in the pricing set forth in the Agreement.

**(c) Access.** Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises. Customer must provide CenturyLink reasonable access to the Customer premises for Service and CenturyLink-Supplied CPE installation, repair, replacement, inspection and scheduled or emergency maintenance.

**(d) International Off-Net Billing.** Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next six second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**(e) Approved Connectivity and CPE.** Service may only be used with (i) Approved Connectivity and (ii) Approved CPE. Customer must use CenturyLink-Supplied CPE. All Approved Connectivity used with Service, whether Internet Port, Private Port or Enhanced Port, must support QoS. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE. The additional provisions in the "CPE Terms" and "IAD Upgrades" subsections below will apply to IAD upgrades, in addition to the provisions of the Rental CPE section. Customers selecting CenturyLink IQ Networking

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Private or Enhanced Ports are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.

**(f) Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**(g) Unsupported Calls.** Service does not support operator services, collect, third party billing or calling card calls and may not support 311, 511 or other x11 services (other than 911, 711 and 411 dialing) in all service areas.

**(h) Authorized Use.** Only Customer and its End Users may access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords they use, and will ensure that all use of the Service complies with the Agreement. Customer is responsible for unauthorized use of the Service. Service cannot be used for telemarketing or other uses that result in excessive usage inconsistent with normal usage patterns.

**(i) Power Outages; Customer Voice, Data Network and CPE Failures; Maintenance Work; Moving Equipment.** Service will not operate (e.g., End Users will be unable to access emergency 911 services) if any of the following items fail: (i) power; (ii) the Approved Connectivity (including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service; (iii) the Customer Environment; (iv) the IAD; (v) Customer premises routers; or (vi) the phones and IP-enabled devices. Additionally, Service will not operate (e.g., End Users will be unable to access emergency 911 services) while maintenance work is being performed or if Service equipment is moved from the single location where CenturyLink installed Service for Customer. Equipment is assigned to, designated or configured for use at one location and *may not* be used in any other location (e.g., another location where CenturyLink installed Service).

**(j) Telephone Numbers.** Customer must provision at least six telephone numbers, either new telephone numbers or Ported TNs, for voice use with each circuit over which Service is provided (a "Circuit"). Customer may add or delete numbers by contacting a CenturyLink Sales Account Representative, but must not drop below the minimum six numbers per Circuit. Adding or deleting telephone numbers does not impact Customer's Service Term, and CenturyLink does not currently charge for telephone numbers. The telephone numbers may be new telephone numbers or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service, access Customer's service record with Customer's current carrier, and notify Customer's current carrier of Customer's decision to switch its local, local toll, and long distance services to the Service. If the Ported TNs are not ported within 90 calendar days of the Start of Service Date (the "Porting Period"): (i) Customer may migrate to CenturyLink IQ Networking Service; or (ii) CenturyLink may terminate any Analog VoIP Service over the Circuit associated with telephone numbers that were not ported within the Porting Period. Additionally, if Customer drops below the required six telephone number per Circuit limit at a given Customer location, whether by porting telephone numbers away from Service or otherwise, CenturyLink reserves the right to terminate Analog VoIP Service over that Circuit for Cause on 30 days' prior written notice to Customer. If CenturyLink terminates for Cause, Cancellation Charges may apply. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. The Start of Service Date and commencement of billing will not depend on completion of porting or activation of the voice component of Service. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service. CenturyLink will deny a request to port a TN to a location that is not within the rate center where the Service will be used. Other limitations might also apply and can be addressed on an individual basis.

**(k) Area of Use.** Service may be used only at the single location where CenturyLink initially installed Service for Customer in the United States. Additionally, Customer may not use equipment that is assigned to, designated or configured for use at one Service location in any other location. Customer assumes all risk (e.g., the risk that Customer will not have access to 911 emergency services or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service) if Customer or an End User fails to comply.

**(l) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

**(m) E-Mail Information/Updates.** CenturyLink may contact Customer via e-mail at the e-mail address Customer provided to CenturyLink when ordering the Service for any reason relating to the Service. Customer will provide CenturyLink with any change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

**2.4 Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of CenturyLink-Supplied Equipment, software, and Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**2.5 SLA.** Service is subject to the Integrated Access SLA located at <http://www.centurylink.com/legal>, incorporated by referenced herein, which is subject to change. Approved Connectivity used with Service will also be subject to the Integrated Access SLA, and not to the CenturyLink IQ Networking SLA. All other services, facilities, and components relating to the Service, including without limitation any CPE, the Customer Environment, IADs, Customer premise routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

**2.6 Miscellaneous.** Customer is not eligible for any additional offers, discounts or promotions. Domestic and International Off-Net Call charges can be modified immediately upon notice to Customer (e.g., upon CenturyLink's posting such modifications on the Web sites designated by CenturyLink for those items, or providing any other notice to Customer).

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**3. 911 Emergency Service.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

*Please be aware of the important differences in calling 911 using the Service identified below and in the Agreement you signed. You must initial the 911 Emergency Service Acknowledgement ("911 Acknowledgment"), and thereby acknowledge that you received and understood the "911 emergency service" advisory regarding circumstances under which 911 service may not be available through the Service or may be limited by comparison to traditional e911 service. You represent and warrant that the individual initialing the 911 Acknowledgment may act on your behalf. Failure to initial the 911 Acknowledgment will result in non-provision, suspension or termination of Service.*

**3.1 Additional Warnings.** *Please carefully review the 911 Emergency Services warnings in the Agreement you signed. In addition to those warnings, the following additional terms and conditions apply to 911 emergency service provided with Analog VoIP and packages or bundles that include Analog or Digital VoIP.*

**(a) No Privacy Rights.** *You acknowledge that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by you or your End Users.*

**(b) Customer Must Notify End users of 911 Limits.** *You will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the installed location and is not available using an IP-enabled mobile device. Please direct your End Users to the 911 advisory located at <http://www.centurylink.com/legal/integratedaccess/911advisory.pdf> for further details. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Analog VoIP and packages or bundles that include Analog VoIP, and CenturyLink recommends that the labels be placed on or near the equipment associated with those Services.*

**(c) Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**4. Term; Cancellation.**

**4.1 Service Term.** A Service Term will apply to Service, as provided in the Package Provisions.

**4.2 Cancellation.** Either party may cancel a Circuit by providing notice of such cancellation to the other party at least 60 days prior to the date of cancellation. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. Additional term and cancellation provisions applicable to Service are in the Package Provisions and the Rental CPE section, including Cancellation Charges. Customer may add and delete telephone numbers and additional lines for voice on a particular Circuit above the minimum of six without the Circuit being deemed cancelled.

**4.3 Waiver of Cancellation Charge for Migration to Other CenturyLink Services.** Except as provided below, CenturyLink will waive the Cancellation Charges (defined in the Package Provisions) if Customer migrates from a Package to one of the following CenturyLink QCC services: CenturyLink IQ Networking Service (including Data Bundle solutions), SIP Trunk or a SIP Trunk bundle, Hosted VoIP or Managed Office (a "Migration"), so long as Customer purchases the new service with an MRC equal to or greater than the combined MRCs of the Package being terminated (i.e., the Package MRC plus any Additional Line MRCs), and with a service term at least as long as the then-remaining Service Term of the Package being terminated. If Customer migrates to CenturyLink IQ Networking, Customer may retain any IAD that can be used with the new service. If Customer migrates to any of the other Services or bundles, Customer must return any rental IADs to CenturyLink in accordance with the Rental CPE section of the Agreement, and purchase or rent CPE applicable to those products. Customer must execute either an amendment to this Agreement or a new CenturyLink Total Advantage agreement, as well as any Order Forms required, to accomplish the Migration. The migrated service will then be governed by the provisions of the Agreement, as amended, or the new CenturyLink Total Advantage Agreement, as applicable. Upon Migration, all services provided under the Service-specific and Package Provisions of this Agreement relating to the migrated service will cease, including but not limited to CenturyLink-Supplied CPE maintenance. For Customers migrating to CenturyLink IQ Networking, if Customer wants CenturyLink to continue providing IAD maintenance after Migration, Customer must purchase such maintenance separately under the CPE Products & Services provisions of the Agreement.

**5. Charges.** Customer will pay all applicable rates and charges as set forth in the Summary Page or Order Form, or as otherwise set forth herein. Charges will commence within five days of the Start of Service Date. Adjusted charges for lines subsequently added or removed will commence on Customer's next billing date, and will be prorated for the month in which the lines are added or removed. The MRCs and usage charges set forth on the Summary Page will be used to calculate Contributory Charges, and include all discounts applicable to the Service, if any. The MRCs for the Packages, Additional Lines, and the per minute rates for long distance ("LD") Off-Net Calls are based on the then current Term set forth in the Agreement.

**6. CPE Terms.** Purchase and rental of CenturyLink-Supplied CPE, as well as CPE maintenance services, are governed by the provisions of the CPE Products & Services and Rental CPE sections of the Agreement, respectively, and not this section. CenturyLink will perform all maintenance and configuration of the IAD, which will be password protected upon installation. CenturyLink will not provide maintenance for purchased IADs unless Customer purchases CPE maintenance separately.

**7. IAD Upgrades.** Customer may upgrade IAD(s) at its location(s) during the Term, subject to the following requirements.

**7.1 Upgrade Minimum Service Term; Early Termination.** Customer agrees that Service over each Circuit associated with the upgraded IAD(s) will begin a new Service Term at the time of upgrade with the same or greater length as Customer's initial Service Term for Service over that Circuit (the "Upgrade Service Term"). Unless Customer terminates for Cause, Customer will pay all accrued but unpaid charges for Service that Customer terminates before completion of the Upgrade Service Term, plus a Cancellation Charge as described in the "Term; Cancellation" subsection above.

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**7.1 Change to Service MRCs.** If Customer selects an Upgrade Minimum Service Term of greater length than the initial Service Term, Customer's Service MRCs for Service over the Circuits associated with IAD Upgrades will change to the applicable rate for that Upgrade Service Term, as shown in the Summary Page. The new MRCs will become effective at CenturyLink's earliest opportunity, but not later than the second full billing cycle following the IAD Upgrade. Customer's Service MRCs will not change due to an IAD Upgrade if Customer selects an Upgrade Service Term of the same length as the initial Service Term.

**J. Managed Applications Service.**

Service under this section is provided by CenturyLink QCC or a third-party provider on behalf of CenturyLink QCC.

**1. General; Definitions.** Except as otherwise set forth in this section or elsewhere in the Service-specific sections for CenturyLink QCC Managed Applications Service, capitalized terms will have the definitions assigned to them in the Agreement.

"EULA" means End User License Agreement.

"Service Descriptions" means one or more documents containing detailed descriptions of the Services available for purchase by Customer under this Service-specific section, terms and conditions relating only to specific Services, and the rates applicable to those Services. The Service Descriptions applicable to all Services purchased hereunder by Customer are posted at the URL listed in the DT&C, and are incorporated by reference and made a part of the Agreement. Customer must accept and agree to the Service Descriptions before installing and using the Service.

"Service Order" means an order form for certain Services completed within the applicable Service Portal by Customer or a CenturyLink Sales Account Representative at Customer's request.

"Service Portal" means a CenturyLink Web site through which Customer may request additions and changes to certain Services. CenturyLink may provide Customer with more than one Service Portal URL and associated user name and password for the Services provided under this Service-specific section.

"Service Term" means the term of Service ordered hereunder, as set forth in the applicable Service Descriptions or Service Order.

"Software" means software and associated media, printed materials, and "online" or electronic documentation owned by CenturyLink or third parties relating to the Service.

"Spam" means unsolicited e-mail messages, including bulk commercial advertising or informational announcements.

"Start of Service Date" means the date upon which CenturyLink makes the applicable Service available for Customer's use regardless of whether Customer is ready to actually begin using the Service or additional Customer equipment is to be installed.

**2. Service.**

**2.1 Service Descriptions.** This Managed Applications Section governs Customer's purchase of the Services described in the Service Descriptions listed below, and ordered by Customer within the applicable Service Portal or through a CenturyLink Sales Account Representative. Services include Web Hosting, Web Desig, Collaboration, Messaging and CenturyLink IQ™ Online Backup. CenturyLink will provide Services if: (i) Customer submits a valid, accurate and complete Service Order; (ii) CenturyLink accepts the Service Order; and (iii) Customer performs its obligations under the Agreement, including this Service-specific section and the Service Descriptions. Services will be provided by CenturyLink and/or a third-party provider on behalf of CenturyLink. Customer will request any additions or changes to Service by placing a Service Order, either through the applicable Service Portal or through a CenturyLink Sales Account Representative. Disconnections of Service must be requested in writing via the processes set forth in the Agreement, including this Service-specific section and the Service Descriptions. Services are only available for purchase by Customers in the domestic United States. The Services currently available are described in the Service Descriptions listed below.

Service	Service Description Location
Web Hosting, Web Design, Collaboration, Messaging and CenturyLink IQ™ Online Backup	<a href="http://www.centurylink.com/legal/managedapps/servicedescriptions.pdf">http://www.centurylink.com/legal/managedapps/servicedescriptions.pdf</a>

**2.2 Orders.** Service Orders accepted by CenturyLink will document the Services purchased by Customer, and are incorporated into the Agreement.

**2.3 Changes to Service.** Subject to any applicable rules or laws, and except as otherwise provided in the Service Descriptions, CenturyLink may: (i) at any time, effective upon posting to the Service Descriptions URL, or any written notice to Customer, including via e-mail: (a) stop offering the Service, (b) modify the Service, or (c) reduce MRCs or NRCs; (ii) upon 30 days notice, including via e-mail: (a) increase MRCs or NRCs or (b) change the Service in a way that directly results in a material and adverse economic impact to Customer. CenturyLink may reduce the foregoing notice period where commercially reasonable and/or if such increase is based on Regulatory Activity. Customer's continued use of the Service constitutes acceptance of those changes. Customer must immediately stop using the Service and cancel the Service if Customer does not agree to the changes.

**3. Software.** Use of the Services may require or enable Customer to download or otherwise install or use certain Software. By installing the Software and using the Services or using equipment with embedded Software, Customer agrees to abide by all of the terms and conditions that relate to the Software, including without limitation the terms and conditions of this Section. Among other things, Customer must: (i) before installing the Software and using the Services, agree to the terms of any accompanying End User License Agreement ("EULA") or if no EULA accompanies the Software a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license, either of which will become effective upon download or installation of the Software, and extends only to Customer's own use of such Software and only on the designated Customer equipment or with the designated Service; (ii) not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of CenturyLink or a third-party that appear or are used in connection with the Software or the Service; (iii) not disclose or reproduce the Software (which Customer acknowledges is the confidential and proprietary property of its owner) unless specifically authorized by CenturyLink or the third-party licensor or supplier; (iv) not de-compile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form; (v) accept that CenturyLink or the third-party licensor or supplier of the Software, as applicable, own all right, title and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades and that Customer has no ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to any one else; (vi) use the Software only in the United States and not export the Software; (vii) cooperate with CenturyLink when CenturyLink updates, upgrades or changes the Software from time to time; and (viii) make any Software-required changes to related settings on Customer's computer(s) where Software is loaded.

**4. Term; Cancellation; Suspension.** CenturyLink may immediately terminate or suspend Customer's password, account, and/or use of the Service, without notice if (i) Customer fails to pay any charges when due; or (ii) if CenturyLink believes Customer or someone using Customer's account has violated this Agreement or the CenturyLink AUP. CenturyLink may, but is not obligated to, send notice of any violations before termination. In addition to any other termination rights in the Agreement, except as otherwise provided in the Service Descriptions, either party may terminate month-to-month Managed Applications Services by providing 30 days' prior written notice to the other party via e-mail. If Customer is terminating a month-to-month

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Managed Applications Service, Customer will provide such notice via e-mail to [billing@qwestbusiness.com](mailto:billing@qwestbusiness.com), with a copy to [qcc.switched.orders@qwest.com](mailto:qcc.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. When an 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. When Service is suspended, Customer will be responsible for payment of any charges incurred by CenturyLink from a third-party provider during the suspension. If Service is terminated by Customer or CenturyLink prior to the end of a monthly term, Customer will be required to pay a prorated amount of the MRCs for the month, the full amount for any NRCs or other charges for the month, and any accrued but unpaid amounts related to Service through the effective date of termination.

**5. Charges.** Customer will pay the rates and charges set forth on the Summary Page or in the Service Descriptions for the Service(s) ordered, which include all discounts applicable to Customer. The MRCs will be used to calculate Contributory Charges. The charges for Service(s) will commence within five days of the Start of Service Date.

**6. AUP.** All use of the Services must comply with the AUP. Among other things, the AUP prohibits sending Spam. CenturyLink and its licensors shall have the right to deny use of and access to all or any portion of the Service to users who are deemed by CenturyLink to be using the Service in a manner not reasonably intended by the Agreement or in violation of law, including but not limited to suspending or terminating any account which CenturyLink believes is transmitting or is otherwise connected with any Spam. Further, CenturyLink may hold Customer liable for CenturyLink's and its licensor's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to Customer or Customer's use of Service, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, Customer agrees to pay CenturyLink and its licensors liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with Customer or Customer's use of Service. Customer will not, however, be liable for actual or liquidated damages arising from Spam if Customer establishes that the Spam was sent as a result of a virus or worm or other malicious software infection, and if Customer has taken reasonable actions to prevent and resolve such infections and stop the Spam. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's and its licensor's network and customers, and such change will be effective on posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's and its licensor's networks, systems, services, Web sites, and products.

**7. Privacy.** CenturyLink may provide customer information to third parties or governmental entities when required, or permitted by law; to establish rights or obligations under the Agreement; or to protect CenturyLink's and its licensor's or others rights or property regarding our Services or the services of other providers from fraudulent, abusive or unlawful use of, or subscription to, such services. See the CenturyLink Privacy Policy posted at [www.centurylink.com/Pages/AboutUs/Legal/PrivacyPolicy](http://www.centurylink.com/Pages/AboutUs/Legal/PrivacyPolicy), which may change from time to time. Further, CenturyLink does not require or intend to access or use confidential health related information of Customer or Customer's End Users that constitutes Protected Health Information ("PHI"), as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or confidential financial information of Customer or Customer's End Users, as defined under the Gramm-Leach-Bliley Act of 1999 ("GLBA"). The obligation to comply with HIPAA and GLBA is the sole responsibility of the Customer. Standard commercial telecommunications service providers acting as a conduit for such information are not considered "business associates" under HIPAA or "financial institutions" under GLBA. In its role as a conduit telecommunications service provider, HIPAA and GLBA do not apply to CenturyLink. Any exposure to Customer's or its End Users' information will be incidental to CenturyLink's provision of Service and is not meant for the purpose of managing the information, or for creating or manipulating the information. Such incidental exposure is allowable under HIPAA and GLBA and, as such, CenturyLink represents that it is not a "Business Associate" or "covered entity" under HIPAA or a "financial institution" under GLBA for the purposes of this Agreement.

**8. Miscellaneous.** Customer agrees that CenturyLink and its licensors may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer further agrees to provide CenturyLink with any and every change to its e-mail address.

**9. Disclaimers.** In addition to any liability or warranty disclaimers in the Agreement, the following disclaimers will apply for Services purchased under this Managed Applications Section:

**9.1 Liability Disclaimers.** CENTURYLINK AND ITS LICENSORS DISCLAIM ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY AND THE THIRD-PARTY FAILS TO PROVIDE THAT SERVICE, CENTURYLINK WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE. CENTURYLINK AND ITS LICENSORS DISCLAIM ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE. IN NO EVENT WILL CENTURYLINK OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR THE LOSS OF A DOMAIN NAME. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE. CENTURYLINK AND ITS LICENSORS EXERCISE NO CONTROL OVER AND DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE.

**9.2 Disclaimer of Warranties.** THE SERVICE, INCLUDING ANY SOFTWARE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. CENTURYLINK AND ITS LICENSORS PROVIDE THE SERVICE AND ANY SOFTWARE WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIM ANY SUCH WARRANTIES. CENTURYLINK AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK OR ITS LICENSORS, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE AGREEMENT OR CREATE ANY WARRANTY. CENTURYLINK AND ITS LICENSORS ARE NOT RESPONSIBLE FOR DEFAACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. CENTURYLINK TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT CUSTOMER'S OWN RISK. CENTURYLINK AND ITS LICENSORS MAKE NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

**10. Indemnification.** In addition to any other indemnification requirements in the Agreement, Customer agrees to indemnify, defend, and hold harmless CenturyLink and its licensors and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (i) violation of any provision of the Agreement by Customer or others who use the Service, including any Software; (ii) installation, modification, or mis-use of the Service or Software by Customer and/or

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any parties who use the Service or any Software, with or without Customer's permission; (iii) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; or (iv) patent infringement arising from Customer's acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by Customer, except to the extent that such liabilities arise from the gross negligence or willful misconduct of CenturyLink.

**11. Third-Party Services, Software and Equipment.** Customer's purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through CenturyLink may be subject to the third-party provider's terms in addition to the terms and conditions of the Agreement, including but not limited to domain name registration terms and conditions found at <http://www.domainpeople.com/legal/registration-agreement.pdf>. Such third-party provider terms are identified in the Service Descriptions.

**12. Compliance; Limits on Use.** Customer must not use the Services for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Services in a way that: (i) interferes with CenturyLink's or its licensor's ability to provide service to CenturyLink customers, (ii) avoids Customer's obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation, or the Agreement. Customer agrees not to use the Service for high volume or excessive use, or in a way that impacts CenturyLink's or its licensor's network resources or CenturyLink's or its licensor's ability to provide services. Customer agrees not to offer public information services (unlimited usage or otherwise) utilizing the Service. Service may be used only in the U.S. Service may be used to host a server, as long as that server is used pursuant to the terms and conditions of this Agreement, including the AUP, and not for any malicious purpose. Malicious purpose includes without limitation Spam, viruses, worms, Trojans, etc. CenturyLink or its licensors may restrict Customer's use of, or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all CenturyLink customers. CenturyLink is not responsible or liable for any Service deficiencies or interruptions caused by such events.

**13. Authorized Use.** Customer (i) is responsible for maintaining the confidentiality of passwords used with the Service; (ii) is responsible for all use of the Service, including Customer's primary account and any secondary accounts or sub-accounts registered to that account, and will not permit any unauthorized use of the Service; and (iii) will ensure that all use of the Service complies with the Agreement. Customer is responsible for unauthorized and non-compliant use of the Service.

**14. Intellectual Property Rights.** Unless otherwise expressly provided in the Agreement, all aspects of the Service are the property of CenturyLink or its third-party providers, and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. CenturyLink or its third-party provider grants Customer a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of the Agreement, as well as third-party terms and conditions. No other license or rights are granted by CenturyLink or will be implied or arise by estoppel, with respect to any Service. CenturyLink owns any IP address that it assigns to Customer. Upon Service termination, Customer's access to the IP addresses will cease. Neither Customer nor any End Users will own or route these addresses.

**15. Account Usage and Password.** Customer will receive user names and passwords for the applicable Service Portals from CenturyLink or its licensors. Customer is responsible for maintaining the confidentiality of the user names and passwords, and is fully responsible for all activities that occur under its user names or passwords, including payment for all such activities. Customer agrees: (i) that only Customer and its authorized designees will use Customer's user names and passwords, and that Customer will not transfer or disclose either its user names or its passwords to any other person, (ii) to immediately notify CenturyLink of any unauthorized use of Customer's user names or passwords or any other breach of security, and (iii) to ensure that Customer exits from its account at the end of each session. "Authorized designees" means members of Customer's End Users that Customer, at its own risk and responsibility, permits to access the Internet access service using Customer's user names and passwords. Customer must ensure that any such authorized designees will comply with this Agreement and will be responsible for all use of the Service, whether or not authorized by Customer.

**16. Additional Service-Specific Terms and Conditions.** Terms and conditions relating to specific Services Customer may purchase are included in the Service Descriptions. Those terms and conditions include, for example, provisions relating to Software licensing, additional warranty disclaimers and limitations of liability, storage limitations, traffic allowances, restrictions and requirements for domain name registrations, rights in Web site Content, Customer responsibilities, Content standards, termination processes, rights and Cancellation Charges for certain Services. By ordering Services hereunder, Customer acknowledges that it has reviewed the terms and conditions in the Service Descriptions applicable to the Services it purchases under the Agreement, and agrees to be bound by those additional terms and conditions.

## **K. Conferencing.**

**1. General; Definitions.** Except as set forth in this section, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink QCC will provide Conferencing service ("Service") under the terms of the Agreement, ISS, and RSS.

### **2. Service**

**2.1 Description.** This Service enables customers to conduct telephone conferences with multiple parties in multiple locations. Service includes Reservationless, Passcode, Operator Assisted, Event, and CenturyLink Web conferencing. Customer has access to CenturyLink's Service and support 24 hours a day 7 days a week. CenturyLink provides Service both domestically and internationally from select equipment locations.

#### **2.2 Types.**

**(a) Reservationless.** On-demand audio conferencing product that is available to moderators and participants 24 hours a day, 7 days a week, 365 days a year, without a reservation. Moderators are provided a dedicated dial-in number and passcodes. Moderators open and close their own calls. Reservationless service is limited to 300 participant lines.

**(b) Reservationless GlobalMeet Audio.** For international moderators or domestic calls with international participants requiring Reservationless services that include local access numbers (LDD) and international toll free (ITF) numbers in countries around the globe. GlobalMeet Reservationless service is limited to 300 participant lines. LoCall numbers are non-geographic numbers within a country. LoCall numbers can be dialed from any location within a country, including fixed and mobile lines.

**(c) CenturyLink Web Conferencing.** An online meeting service that enables real-time interaction and sharing of data over the Web by moderators and participants during a conference. CenturyLink Web Conferencing is integrated with Reservationless Audio, and can also be used as a stand-alone product. CenturyLink Web Conferencing is limited to 125 participant lines.

**(d) Passcode.** A moderator must reserve a Passcode audio conference. The call is opened automatically when the moderator enters the passcode. Passcode service is limited to 300 participant lines.

**(e) Operator Assisted.** A moderator must reserve an Operator Assisted audio conference. The call is opened by an operator. The operator then leaves the conference and is available upon request by touch tone command. Recommended capacity is up to 50 lines. Larger capacity is possible, though not recommended because all lines in conference are live/not muted.



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**(f) Event Auditorium.** An audio call that must be reserved and requires passcode entry. After passcode is entered, the participant is placed into conference. The call is monitored by an operator who attends the entire conference. All participant lines are muted. Audio Q&A is available and managed by the operator. Event Auditorium is limited to 4,000 participants.

**(g) Event.** An audio call that must be reserved. Participants are answered by a live operator. The call is monitored by an operator who attends the entire conference. Call capacity may be thousands of participants. All participant lines are muted. Audio Q&A is available and managed by the operator.

**(h) Bridge.** Equipment that mixes multiple audio inputs and feeds back composite audio to each station after removing the individual station's input. This equipment may also be called a mix-minus audio system.

**(i) Transport.** The long distance portion of the call.

**(j) Unlimited Web Conferencing** - By purchasing Unlimited Web Conferencing Service, Customer agrees to all of the following non-negotiable, vendor flow-through conditions. The use of "CenturyLink" in Sections (ii) – (vii) below will mean CenturyLink or one or more of its suppliers.

**(i) Service Description.** Unlimited Web Conferencing is an online meeting service enabling real-time interaction and sharing of data over the Web by moderators and participants during a conference. Unlimited Web Conferencing can be integrated with Reservationless Audio. Unlimited Web Conferencing is limited to 125 participant lines. The monthly fee includes unlimited Web usage per license each month. One license is required per user. The Reservationless audio portion of the call is an additional cost.

**(ii) Intellectual Property; Marketing; Images and Links.** Customer is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use Unlimited Web Conferencing, and any software associated with the Unlimited Web Conferencing, solely for online meetings and web conferencing and collaboration. All other rights are reserved by CenturyLink, and Customer agrees that it shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Unlimited Web Conferencing. Customer acknowledges and agrees that all third-party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which Customer may have access to as part of, or through the use of the Unlimited Web Conferencing is the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Such Third-Party Content may be protected by intellectual property rights that are owned by the sponsors or advertisers who provides such Third-Party Content to CenturyLink (or by other individuals or entities on their behalf). Customer may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third-Party Content (either in whole or in part). CenturyLink reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Third-Party Content from the Unlimited Web Conferencing. CenturyLink may also provide tools (but has no obligation) to filter out explicit content, and Customer understands that by using the Unlimited Web Conferencing, you may be exposed to Third-Party Content that Customer may find offensive, indecent or objectionable. Customer uses the Unlimited Web Conferencing at Customer's own risk. Customer understands that by using the Unlimited Web Conferencing with a webcam or other photographic or video device and/or a microphone, Customer will transmit images and audio to users. Customer hereby releases, discharges and agrees to hold harmless CenturyLink, its officers, directors, employees, affiliates and its suppliers from and against any and all claims and demands, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity, arising out of or in connection with any use of the images and/or audio. The Unlimited Web Conferencing may include links to other web sites ("Linked Sites"). Customer acknowledges and agrees that such links are provided for convenience only and do not reflect any endorsement by CenturyLink with respect to the providers of the Linked Sites or the quality, reliability or any other characteristic or feature of the Linked Sites. CenturyLink is not responsible in any manner (including without limitation with respect to any loss, damage or injury Customer may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or Customer's reliance thereon. **CENTURYLINK MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES: CUSTOMER'S USE OF ANY LINKED SITES IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THAT SITE AND SOLELY AT CUSTOMER'S OWN RISK.**

**(iii) Feedback.** CenturyLink welcomes feedback regarding many areas of CenturyLink's services, including without limitation Unlimited Web Conferencing, and all related web sites. Any ideas, suggestions, comments and/or other feedback either CenturyLink or Customer provides to CenturyLink ("Feedback") shall be deemed to be non-confidential and CenturyLink shall be free to use such information on an unrestricted basis. CenturyLink and Customer should only provide specific Feedback on CenturyLink's existing Unlimited Web Conferencing and should not include any ideas that CenturyLink's policy will not permit it to accept or consider. CenturyLink or any of its employees do not accept or consider unsolicited ideas of any kind, including ideas for new or improved services, products or technologies, enhancements or new service names. The following terms shall apply to submissions of all Feedback: Each of CenturyLink and Customer agrees that: (1) all submissions and their contents will automatically become the property of CenturyLink, without any compensation; (2) CenturyLink may freely and irrevocably use, disclose, reproduce, license, sublicense, distribute or redistribute and otherwise commercialize the submissions and their contents for any purpose and in any way throughout the world, without royalty; (3) there is no obligation for CenturyLink to review the submission; and (4) there is no obligation to keep any submissions confidential. For the avoidance of doubt, neither CenturyLink nor Customer will submit any Feedback to CenturyLink that (1) either CenturyLink or Customer has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (2) that is subject to license terms that seek to require any CenturyLink product incorporating or derived from any Feedback, or other CenturyLink intellectual property, to be licensed to or otherwise shared with any third party.

**(iv) Named Users, Content and Conduct/Use.**

**A.** To use the Unlimited Web Conferencing, Customer must be 18 years or older, if an individual, and must complete the sign-up/registration process, which includes, without limitation, providing a valid email address, agreeing to be bound by CenturyLink's required terms applicable to the use of the Unlimited Web Conferencing and meeting such other requirements as CenturyLink directs. Customer agrees to maintain and update its registration information as required to keep it current, complete and accurate. If CenturyLink discovers that any of Customer's registration information is inaccurate, incomplete or not current, CenturyLink may suspend and/or terminate Customer's right to access and receive the Unlimited Web Conferencing. CenturyLink further retains the right to reject a registration application in its sole discretion and without a requirement to provide a reason. Without limiting the foregoing, CenturyLink may refuse the Unlimited Web Conferencing to any individual or entity who has cancelled any number of previous accounts.

**B.** Only Named Users may schedule conferences using the Unlimited Web Conferencing, and there may be only one user/employee assigned to any Named User licenses to be used in connection with the Unlimited Web Conferencing. For the avoidance of doubt, Named User licenses cannot be shared among multiple individuals and separate Named User licenses must be purchased for each individual. Named Users may only include up to the total number of Maximum Meeting Participants in any single conference. For the purposes of this provision and the Unlimited Web Conferencing, a "Named User" is an individual designated and identified by the Customer as an organizer/administrator who is authorized to schedule conferences using the Unlimited Web Conferencing and "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named User, that may be in a conference using the Unlimited Web Conferencing at the same time as designated by CenturyLink. Only one conference using the Unlimited Web Conferencing may occur at any given time (i.e. no concurrent meetings) per licensed Named User. Named Users may not combine with other Named Users or otherwise expand a conference using the Unlimited Web Conferencing scheduled by a Named User to allow more than the Maximum Meeting Participants. For each conference using the Unlimited Web Conferencing scheduled by a Named User, the Named User must (1) initiate or schedule the conference; (2) host the conference by entering as a presenter; and (3) act as an organizer of the conference through use of

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their organizer identification. Customer is at all times responsible for monitoring and maintaining the use of the Named User licenses within the foregoing parameters, and the Customer shall indemnify CenturyLink in the event a claim is brought or damages are incurred due to Customer's misuse of the Named User license. A Named User designation may not be transferred to another Customer employee except upon (a) termination of the Named User's employment with Customer, or (b) in all other instances, CenturyLink's express prior written approval.

**C.** Customer acknowledges that CenturyLink has no control over the content of information transmitted by Customer through the Unlimited Web Conferencing (whether visual, written or audible) and that CenturyLink does not examine the use to which Customer puts the Unlimited Web Conferencing or the nature of the information Customer or Customer's users send or receive. Customer acknowledges and agrees that CenturyLink shall have no liability for the deletion or failure to store any information, content or data transmitted using the Unlimited Web Conferencing. Further, Customer expressly agrees: (i) to comply with all applicable foreign, federal, state/provincial and local laws relating to use of the Unlimited Web Conferencing under this Agreement (including without limitation, export and control laws and regulations); (ii) not to upload, post, email or otherwise transmit content through use of the Unlimited Web Conferencing that (1) infringes any third-party intellectual property or other proprietary rights or rights of publicity or privacy; (2) is unlawful, threatening, abusive, harassing, tortuous, libelous, defamatory, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene, hateful or discriminatory or otherwise contains objectionable material of any kind or nature; (3) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (4) is profane, indecent, obscene, harmful to minors or child pornographic; (5) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; (6) that includes any unsolicited or unauthorized advertising or marketing; or (7) is materially false, misleading or inaccurate or that Customer does not have the right to transmit under any law or under contractual or fiduciary relationships; (iii) not to: (1) impersonate any person or entity, falsely or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded, posted, emailed or otherwise transmitted; (2) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (3) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Unlimited Web Conferencing any directory of other users or usage information or any portion thereof other than in the context of Customer's use of the Unlimited Web Conferencing; (4) reproduce, duplicate, copy, sell, trade or resell the Unlimited Web Conferencing for any purpose, including Customer may not act as a service bureau for the Unlimited Web Conferencing or rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Unlimited Web Conferencing; (5) use or exploit any portion of the Unlimited Web Conferencing to provide commercial Unlimited Web Conferencing to third parties or otherwise generate income from the Unlimited Web Conferencing or use the services for the development, production or marketing of a service or product substantially similar to the Unlimited Web Conferencing; (6) interfere with, damage, disable, overburden, impair or disrupt hardware, software or networks connected to the Unlimited Web Conferencing, or any other users of the Unlimited Web Conferencing, or violate the regulations, policies or procedures of any networks; (7) attempt to gain unauthorized access to the Unlimited Web Conferencing, other accounts, computer systems or networks connected to the Unlimited Web Conferencing, through password mining or any other means; (8) reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Unlimited Web Conferencing or associated software; or (9) use the Unlimited Web Conferencing for illegal purposes (including without limitation, gambling or betting); and (iv) Customer is solely responsible for any and all activities that may occur under Customer's account and to maintain the confidentiality and security of its Host ID, access numbers, keys and passwords/passcodes. Customer agrees to notify CenturyLink immediately if there has been an unauthorized use of its Host ID and/or any access numbers, keys and/or passwords/passcodes or any other breach of security, and Customer shall be liable for fraudulent charges until such time as Customer has notified CenturyLink to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. Customer acknowledges that CenturyLink may from time to time monitor for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, CenturyLink may disclose information about Customer's use of Unlimited Web Conferencing to satisfy any law, regulation, government agency request, court order, search warrant, subpoena or other legal process.

**(v) Recordings.** Use of conference recording or taping any use of the Unlimited Web Conferencing may subject Customer to laws or regulations. Customer acknowledges and agrees that: (i) Customer may not record or tape any Web, video or telephone conversation in connection with the Unlimited Web Conferencing unless Customer is in compliance with all laws relating to the recording of communications and protecting the privacy of communication for all parties to the conversation. CenturyLink has not and is not expected to provide Customer with any analysis, interpretation or advice regarding Customer's compliance with the above, and Customer is solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences.

**(vi) No Emergency Calls. UNLIMITED WEB CONFERENCING IS NOT A TRADITIONAL TELEPHONE SERVICE, AND THE UNLIMITED WEB CONFERENCING IS NOT INTENDED TO SUPPORT OR CARRY ANY EMERGENCY CALLS TO ANY EMERGENCY SERVICES OF ANY KIND. CUSTOMER NEEDS TO MAKE ADDITIONAL ARRANGEMENTS IN ORDER TO ACCESS EMERGENCY SERVICES.**

**(vii) Contact. CUSTOMER HEREBY GRANTS CENTURYLINK CONSENT TO CONTACT ALL OF CUSTOMER'S INDIVIDUAL ACCOUNT HOLDERS AND MODERATORS TO COMMUNICATE INFORMATION REGARDING SERVICE ISSUES AND SERVICE CONFIRMATIONS (INCLUDING WITHOUT LIMITATION, ENHANCEMENTS, END-OF-LIFE, MODIFICATIONS AND/OR OTHER FEATURE CHANGES).**

**(viii) Term/Renewal/Cancellation.** Unlimited Web Conferencing will commence within five days of receipt of the order for Unlimited Web Conferencing and continue for a six month term ("Term"). At the end of the Term, Unlimited Web Conferencing will continue on a month-to-month basis until canceled by a party. Either party may cancel Unlimited Web Conferencing by providing written notice to the other under the terms of the Agreement. If Customer cancels Unlimited Web Conferencing for Convenience during the Term, Customer will pay CenturyLink a Cancellation Charge equal to 100% of the Unlimited Web Conferencing charges that Customer would have paid to CenturyLink for the remainder of the six months. If Customer cancels Unlimited Web Conferencing after the Term, Customer will be responsible for all charges incurred up to the point of cancellation and charges will not be prorated for the month Unlimited Web Conferencing is canceled. Customer must follow the Service termination notice process as outlined in the Agreement.

**(ix) Charges.** Customer will pay CenturyLink the rates and charges set forth in the Summary Page. Charges will commence within five days of receipt of the order for Unlimited Web Conferencing. Customer may later add licenses via the order process and those additional licenses will be subject to these terms except that Customer will pay CenturyLink the then-current charges for the additional licenses.

**2.3 Access Descriptions.** CenturyLink provides a number of domestic and international access arrangements to bridging services. Access to/from bridging equipment located in the 48 contiguous U.S. states. Access locations include all U.S. states and territories and Canada.

**(a) Toll** – A moderator or participant may access any call by dialing the assigned toll number. The moderator or participant will incur any applicable transport charges.

**(b) Toll-free** - A moderator or participant may access a call where toll-free access is available. The moderator will incur the applicable toll-free charges. Toll-free access is available from the United States, the U.S. territories, and Canada.



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- (c) **Local Access** - In-Country Local Access is a non-North American toll number assigned to a specific country and bridge intended to provide local access to participants within the specific country. Some countries may not accept new orders and some may not accept portability orders.
- (d) **ITFS** - A toll-free number dialed from a particular country, and terminating in the United States. Each country uses a unique number. ITFS is available in international locations. Some countries may not accept new orders and some may not accept portability orders.
- (e) **Dial-out** - An operator or the moderator dials a moderator or participant from the bridge. The moderator will be charged appropriate domestic or international dial-out rates.

(f) **Dial-me** - A moderator or participant dials himself or herself from CenturyLink Web Conferencing. The moderator will be charged the appropriate domestic or international dial-out rates.

(g) **VoIP (Softphone)** – A moderator or participant has the conference bridge call their computer rather than land line.

**2.4 Optional Features.** Optional Features are available on request and require an additional fee.

(a) Reservationless, GlobalMeet and Passcode Optional Features:

(i) **Audio Recording** – The moderator presses touchtone telephone commands to begin recording the call. The moderator presses touchtone commands again to stop recording the call. Additional line in conference per minute charge applies. The recording is provided as a .wav or mp3 file that can be downloaded and hosted by Customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.

(ii) **Remote Replay** – The digital audio recording of a conference can be made available for playback 24 hours a day, 7 days a week, for as long as scheduled. Playback results in a per minute charge for each participant that accesses the recording.

(iii) **Transcription** - Conferences can be transcribed for participants in written format and delivered via email or CD.

(iv) **Custom Greetings** - Custom recordings in lieu of the generic greeting that participants hear when connecting to the conferencing service. Custom recordings may include but not limited to the company name or custom prompts. Available on Reservationless but not GlobalMeet.

(v) **Dedicated Toll & Toll Free Access Numbers** – Toll and toll free access numbers that are dedicated to Customer, and not shared with other companies. Dedicated numbers are available on Reservationless but not on GlobalMeet.

(b) Web Conferencing Optional Features:

(i) **Web Recording** – A synchronized presentation with audio, public chat, Web tours, application sharing, and annotations included. Web Recording is provided as a Windows Media or Real Audio format file that can be downloaded and hosted by Customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.

(ii) **Archive Hosting of Replay** – Hosted Replay for 30 days; unlimited playbacks allowed. Can be viewed from within the account and have a forward option and password protection option.

(iii) **Hosting Renewal Option** – Archive hosting may be extended for an additional 30, 60, 90, 180, or 360 days.

(c) Operator Assisted Optional Features:

(i) **Audio Recording** – The operator records the call. Additional line in conference, per minute charge applies. The recording is provided as a .wav or mp3 file that can be downloaded and hosted by Customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.

(ii) **Remote Replay** – The digital audio recording of a conference can be made available for playback, 24 hours a day, 7 days a week, for as long as required. Playback results in a per minute charge for each participant that accesses the recording.

(iii) **No Show Fee** – A per-line charge for lines that were reserved but not used. Allows for leeway of 10% of total reserved ports/ “no-shows” per call

(iv) **Participant List** – A list of the names of the participants that attended the conference call.

(v) **Operator Dial-out** – Allows the operator to access an outside line to call a new participant and either place the participant into the conference or disconnect the participant.

(d) Event Optional Features include the Operator Assisted Optional Features in addition to the following:

(i) **Event Auditorium:**

a. **Click and Join** – Online entry into Auditorium conferencing (captures participant list).

b. **Remote Replay Custom IVR** – The set up charge for the first menu on an interactive voice response system for a participant to hear a replay. There are additional charges for additional menus.

c. **Communication Line** – An additional operator is on a private line with a representative of the moderator. The operator and representative can communicate about the number of participants, what participants to let in the call, and other details of the call. Additional Communication Lines may be added as required.

d. **Host Controls** - Web based moderator controls that allow the moderator to:

i. Send private instructions to the operator or other support team members.

ii. View who has joined the audio portion of an event call.

iii. Screen and prioritize the queue during question and answer sessions.

iv. View immediate tabulations of surveys conducted during the call.

e. **Basic RSVP Set Up** (Web-based) - The set up of a web system that allows participants to register for Event and Investor Relations calls asking a standard set of questions. It includes creation of participant confirmation emails, and question ordering and the use of Customer logo on the website.

f. **Basic RSVP** (up to 10 questions) - The use of the Basic RSVP system when a participant registers for an Event or Investor Relations call.

g. **Enhanced RSVP** (up to 20 questions) - The use of the Enhanced or Custom RSVP system when a participant registers for an Event or Investor Relations call

h. **Phone RSVP support** (in addition to Basic or Enhanced) - The ability for a participant to register for an Event or Investor Relations call using the telephone. Must be used in conjunction with Basic or Enhanced RSVP per-use fee.

i. **RSVP Reports** (CenturyLink provided) - A report containing the registration information of participants using RSVP services

j. **Real Time RSVP Reporting** (Web-based) - A web system to view the registration information of participants using RSVP services

k. **Broadcast E-Mail** – The ability to email participants before or after the call

l. **Broadcast Fax** – The ability to fax participants before or after the call.

m. **Broadcast Voice** – The ability to call participants with a recorded message before or after the call.

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- n. **Dedicated Dial-in Numbers** – Toll and toll free access numbers that are dedicated to Customer, and not shared with other companies.
- o. **Polling Merge Report** (CenturyLink provided) - Merging responses from a polling session during the Event or Investor Relations call with the participant information
- p. **File Hosting** – Unlimited downloads of the Polling Merge and / or Real Time RSVP reports
- q. **Translations** – Conference can be translated into most foreign languages with 24-hour advance notice
- r. **Transcription** - Conferences can be transcribed for participants in written format and delivered via email or CD
- s. **Operator Stand-by** - An additional operator who provides assistance for lost callers and/or participant assistance for callers entering incorrect passcodes.
- t. **Presentation Management** - Specialist coordinates rehearsals and provides presentation coaching and feedback.
- u. **A la Carte Event Production Services** – Any additional training or rehearsal sessions needed in conjunction with preparation for an Event Call.
- v. **Creative Services** - to design physical collateral for Customers to enhance an Event call.
- w. **Product Fulfillment** -A per packet charge for producing a collection of presentation materials associated with a conference Event.
- x. **Assembly/Modification** -A per page charge for the collating and altering of the fulfillment packet associated with a conference Event.
- y. **Event Basic Reports** - Basic Event Reports is the pricing for a basic utilization report that captures all of the participants that dial into the replay.
- z. **Event Production**
  - i. Event Content – Event consultants assist with materials that will be utilized as part of an event conference.
  - ii. Expedite Fee – a fee charged for Event Production orders provided outside of the 15 days notice to schedule
  - iii. After-hours Support - Weekdays After 9pm and before 9am EST, weekends & holidays
  - iv. Event Reschedule Before Rehearsal – a customer charge if the event is rescheduled prior to the rehearsal.
  - v. Event Reschedule After Rehearsal - a customer charge if the event is rescheduled after the rehearsal.
  - vi. Event Cancel Before Rehearsal – a customer charge if the event is cancelled prior to the rehearsal.
  - vii. Event Cancel After Rehearsal - a customer charge if the event is cancelled after the rehearsal.
  - viii. Event Recording Support – a scheduled session with customer participants and speakers intended to record a session for future use. Includes assembly of the call, editing and coordination with Audio Production.

(ii) Event Audio Optional Features include Event Auditorium Optional Features in addition to the following:

- a. **Pre-Recording Session** – A call may be recorded ahead of time and then be played into the live conference for participants. Speakers may attend the live call to answer questions during Q&A.
- b. **Custom Hold Music** – Customer may choose music to be heard by the participants while they wait on hold for the conference to begin.

3. **Term.** The Service will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

4. **Charges.** Customer will pay all applicable rates and charges as set forth in the Summary Page, in the RSS, ISS, or Order Form. Customer will be charged for Service when Customer uses the Service. The rates do not include costs associated with local access. The rates, before application of discounts, will be used to calculate Contributory Charges.

**L. Domestic Private Line.**

1. **General; Definitions.** Except as set forth in this section, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink QCC will provide Domestic Private Line service (“Service”) under the terms of the Agreement and RSS.

“POP” means points of presence.

“Start of Service Date” for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. Customer has five days from CenturyLink’s ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink’s ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**2. Service.**

**2.1 Description.** Service is a point to point, interLATA, dedicated non-switched electrical and/or optical data transmission, over a physical circuit between two CenturyLink POPs located on the CenturyLink owned and operated Domestic Network (“On-Net Circuit”). The Service provides a fixed capacity of bandwidth for transport of Customer’s digital communication traffic, utilizing and conforming to Synchronous Optical Network (SONET) standards which originates and terminates a physical connection at a CenturyLink specified demarcation point located in the CenturyLink POP. The Service is offered at DS-0, DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. The SLA provides Customer’s sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

**2.2 Echo Cancellers.** Echo Cancellers are an optional feature on DS-0, DS-1, and DS-3 Service only. Echo Cancellers eliminate undesired signals (i.e., echoes) from a digital voice transmission. Echo Cancellers are offered on long haul circuits that may experience echoes as a result of their distance (generally 500 miles or longer) and used exclusively to support voice transmissions. Where available and for an additional charge, CenturyLink will install Echo Cancellers network equipment at the CenturyLink POPs to eliminate echoes on specified circuits as requested by Customer.

**2.3 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

3. **Term.** Each Service ordered during the term will commence on the Start of Service Date and continue for 12 months or the term specified on a valid CenturyLink quote or Order Form, whichever is longer (“Service Term”). Upon expiration of the Service Term, each Service will automatically renew for another Service Term, unless either party elects to cancel the Service by providing 60 days prior written notice of the cancellation to the other party. If the Agreement or any Service provisioned under this Domestic Private Line subsection is canceled before the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived; (iii) construction costs and expenses incurred by CenturyLink to install such Service, if applicable; and (iv) a cancellation charge. The

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cancellation charge for circuits not requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term, if any, for the canceled Service plus 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term beyond the first 12 months, if any. The cancellation charge for Circuits requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer cancels that circuit because Customer does not approve such construction, CenturyLink will not charge a cancellation charge for canceling that particular circuit.

**4. Charges.** Customer will pay all applicable charges set forth in the RSS or an Order Form. Charges for each component of Service commence within five days of the Start of Service Date. The rates include all applicable discounts, if any, and will be used to calculate Contributory Charges. The rates do not include costs associated with local access or additional features such as multiplexing.

**M. International Private Line.**

**1. General; Definitions.** Except as set forth in this section, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink QCC will provide International Private Line service ("International Private Line" or "Service") under the terms of the Agreement and RSS.

"Circuit" means an international private line circuit provided by CenturyLink: (a) from a POP on the CenturyLink Domestic Network to a POP on the CenturyLink International Network; and/or (b) from POP to POP entirely on the CenturyLink International Network.

"POP" means a CenturyLink designated point of presence at a location where direct interconnection between the CenturyLink Domestic Network or the CenturyLink International Network and the network of another carrier is possible.

"CenturyLink Domestic Network" means the network located in the U.S. comprised only of facilities operated by CenturyLink and/or its Affiliates, or other providers specifically designated by CenturyLink. The CenturyLink Domestic Network will not include local access or tail circuits provided by any local access provider or any Customer premises equipment.

"CenturyLink International Network" means the network located outside of the U.S. on which CenturyLink will provide the Service to Customer and is comprised only of facilities operated by CenturyLink and/or its Affiliates, or other providers specifically designated by CenturyLink. The CenturyLink International Network will not include local access circuits provided by any local access provider or carrier or any Customer premises equipment.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**2. Service.**

**2.1 Description.** Service is a high-speed digital communications service using a physical fiber optic connection between either: (a) a location in the U.S. and a location outside of the U.S.; or (b) between two locations outside of the U.S. Circuits are non-switchable connections that can provide a constant and committed availability of capacity on a transmission path only between fixed, Customer-specified locations. Customer must submit a completed Order Form and final quote form ("Final Quote") for each Circuit ordered hereunder. Customer specifically agrees that all Order Forms relating to the Service submitted to CenturyLink by Customer during the Service Term will be governed by the terms and conditions in the Agreement and this International Private Line Service-specific section. Customer will be obligated to pay all applicable charges set forth on any Order Form and Final Quote accepted by CenturyLink. Service is subject to availability. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service.

**2.2 Miscellaneous Service Terms.** International Service is available in many locations, but not all locations outside of the continental United States. Customer must verify with CenturyLink the availability of the Service in Customer's desired International locations. For Service outside of the continental United States, the following terms and conditions will apply.

**(a)** If, for regulatory or other reasons, CenturyLink does not provide some portion of the Service itself, Customer hereby authorizes CenturyLink to act as Customer's agent and sole contact with any third party as CenturyLink may designate in its sole discretion to provide any portion of the Service directly to Customer. CenturyLink will present to Customer consolidated invoices for all portions of the Service and remit such payments as are appropriate to any other entity providing any portion of the Service. Customer agrees to direct all inquiries, issues, and disputes regarding the Service solely to CenturyLink.

**(b)** In the event of Regulatory Activity, CenturyLink reserves the right, at any time with as much advance written notice as reasonably possible and without liability, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; (ii) modify the Service, rates, promotions, or terms and conditions of this Agreement in order to conform to such action; or (iii) if such Regulatory Activity materially and adversely impairs the provision of Service, as reasonably determined by CenturyLink, terminate the affected Services.

**(c)** If equipment, software, or technical data is provided under this International Private Line Service-specific section, Customer's use of such items must comply fully with all applicable export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction.

**(d)** Each party acknowledges and agrees that certain anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq. and the UK Bribery Act, prohibit any person from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Each party represents and warrants that in the performance of its obligations under this Service Exhibit, it has not offered, made, or accepted and will not offer, make, or accept, any bribe or facilitation payment, and will otherwise comply with the requirements of applicable anti-bribery laws. Each party acknowledges and agrees that certain anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq. and the UK Bribery Act, prohibit any person from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Each party represents and warrants that in the performance of its obligations under this Service Exhibit, it has not offered, made, or accepted and will not offer, make, or accept, any bribe or facilitation payment, and will otherwise comply with the requirements of applicable anti-bribery laws.

**(e)** CenturyLink will provide the Service in compliance with applicable international laws and tariffs. Customer agrees to cooperate with CenturyLink in obtaining necessary domestic or foreign approvals. CenturyLink may elect to not offer Service, or to terminate Service, in or to any particular jurisdiction, location or country if CenturyLink determines that the provision of such Service is not commercially reasonable or is not lawfully permitted. Any arbitration or notices between the parties will be conducted in the English language.

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**(f)** Customer is providing to CenturyLink the names of and contact information (“Business Contact Information”) for its employees (“Business Contacts”) who have purchasing or other responsibilities relevant to CenturyLink’s delivery of Service under this Agreement. The Business Contact Information does not include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union memberships, financial status, health, or sex life. Customer consents to CenturyLink’s and its affiliates’ use and transfer to the United States of Business Contact Information for the purpose of: (i) fulfilling its obligations under this Agreement; and (ii) providing information to Customer about CenturyLink’s products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to CenturyLink’s processing of their Business Contact Information for the purposes set forth herein. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established (“Authority”). Customer will notify CenturyLink promptly of staffing or other changes that affect CenturyLink’s use of Business Contact Information. CenturyLink will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information, and that protects such information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. CenturyLink will use the information only for the express purposes set forth herein. CenturyLink will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**(g) Term; Cancellation.** The term of each Circuit will begin on the Start of Service Date and will continue for a period of one year unless a longer period is set forth in the Final Quote (“Service Term”). Upon the expiration of a Service Term, each Circuit will automatically renew for another Service Term unless either party provides written notice of cancellation to the other party per the Agreement. If the Agreement or a Circuit is canceled prior to the completion of a Service Term for reasons other than by Customer for Cause, then Customer agrees to pay CenturyLink: (a) all charges for Service provided through the effective date of the cancellation; (b) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term, if any; (c) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term beyond the first 12 months, if any; and (d) any applicable early cancellation or cancellation-related charges incurred by CenturyLink from any local access provider or third party provider as a result of the cancellation of the Circuit. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer does not approve such construction, CenturyLink will not charge a cancellation charge for that circuit only.

**(h) Charges.** Customer will pay all applicable charges for International Line Service in U.S. dollars as set forth in the executed Final Quote, which will commence billing as of the Start of Service Date. The rates set forth on the Summary Page will be used to calculate Contributory Charges, and include all discounts applicable to the Service, if any.

**N. Domestic and International CenturyLink IQ® Networking.**

**1. General; Definitions.** Service under this section is provided domestically by CenturyLink QCC and internationally as described on this section. Capitalized terms not defined herein are defined in the Agreement. Domestic and International CenturyLink IQ® Networking Service (“Service”) is provided under the terms of the Agreement, these Detailed Terms and Conditions, and any signed quotes between the applicable CenturyLink entity and Customer.

**2. Service.**

**2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer’s sites or public Internet connectivity.

**2.2 Ports.** CenturyLink offers Service in the following port (“Port”) types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity.

**(b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service (“QoS”) traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

**(c) Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.

**(d) CenturyLink IQ® + Port.** A CenturyLink IQ + Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service-specific provisions and CenturyLink Rental CPE Service-specific provisions (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. The network service functionalities provided over routers and local access for international Service is provided by third party providers designated by CenturyLink and subject to maintenance terms included in the valid signed quote issued by CenturyLink. Customer is responsible for any trouble shooting and repair of equipment on Customer’s side of the router. Domestically, a CenturyLink IQ + Port is only available in a CenturyLink determined data center.

**2.3 Network Management Service.** CenturyLink Network Management Service (“NMS”) is a feature available for all Ports. Select Management or Comprehensive Management is available with domestic Ports. International Ports with NMS are limited to Comprehensive Management. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Except for CenturyLink IQ + Ports, CenturyLink will provide Select Management with each domestic Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port. CenturyLink will provide NMS Comprehensive Management with each international Port unless Customer elects to opt out. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink’s prior approval. The NMS management types are set forth in more detail below:

**(a) Monitor and Notification.** Monitor and Notification is included with CenturyLink IQ + Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. “Monitor & Notification” is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

**(b) Select Management.** Select Management includes 24x7x365 up/down monitoring as well as 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation,

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diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

**(c) Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

**(iv)** Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included with Private Ports, the Private Port functionality of Enhanced Ports and CenturyLink IQ + Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 Secure IP Gateway.** Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

**2.7 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

**2.8 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

**(a) Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-end Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

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**2.9 Backbone Prioritization /Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports and CenturyLink IQ + Ports, respectively. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports or CenturyLink IQ + Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Section, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in the Summary Page, offer attachment, or a valid signed CenturyLink issued quote. For CenturyLink IQ + Ports only, the rates for the (a) Local Access, (b) Monitor and Notification and (c) optional Rental CPE and Priority Queuing are presented with the Port rates. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the Summary Page, offer attachment or a valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End to End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates.

**4.1 Pricing Methodologies.**

**(a) Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

**(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

**(c) Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote for CenturyLink IQ + Ports and other international Ports or (b) the service term specified in the Summary Page for other domestic Ports (each a "Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, CenturyLink IQ + Ports and other domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice and other international Ports will automatically renew for consecutive one year terms unless canceled by either party with 60 days' notice prior to the end of the Port term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

**(a) Domestic Internet Port, Private Port or Enhanced Ports:** (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

**(b) Domestic and international CenturyLink IQ + Ports:** (i) 100% of the CenturyLink IQ + Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**(c) International Internet Port, Private Port or Enhanced Ports:** (i) 100% of the Port, local access and NMS MRCs multiplied by the number of months remaining in the Service Term. If Customer cancels the Service Exhibit or an international Internet Port, Private Port or Enhanced Ports before the completion of a renewal period for reasons other than for Cause, then Customer will pay a Cancellation Charge equal to the amount of any applicable termination related charges incurred by CenturyLink from any third party provider.

**(d) All international Ports:** If Customer cancels an international order for which Customer accepted special construction or other site preparation charges before its Start of Service Date or at any time during a Port Service Term, then Customer will pay (i) the special construction or site preparation

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charges, and (ii) any additional CenturyLink-incurred cost to provide the Service. But if CenturyLink notifies Customer that special construction is required to provision Service and Customer cancels Service on that particular order because Customer does not approve such construction, CenturyLink will not charge a Cancellation Charge for canceling Service on that particular order unless CenturyLink incurs a charge from the underlying local access provider despite the cancellation.

**5.3 Waiver of Cancellation Charges.**

**(a) Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology or (iii) upgrades any Port to a CenturyLink IQ + Port. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service-specific provisions. Customer can upgrade a CenturyLink IQ + Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ + Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

**(b) Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to new Analog VoIP Service, or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. International Terms and Conditions.** The following terms and conditions in this section apply solely to Service provided to Customer outside of the continental U.S. ("International Service"). In the event of a conflict between the terms and conditions set forth in this Section and those contained elsewhere in this section or in the Agreement, the terms and conditions of this section will control solely with respect to International Service. International Service includes local access.

**7.1 Regulatory Activity.** CenturyLink reserves the right to immediately change international rates as a result of Regulatory Activity. If Regulatory Activity materially and adversely impairs CenturyLink's ability to provide (including the economics of providing) the Service, as reasonably determined by CenturyLink, CenturyLink reserves the right to terminate the affected Service.

**7.2 Export Controls.** If equipment, software or technical data is provided under this Service section Customer's use of such items must comply fully with all applicable export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction.

**7.3 Anti-Corruption.** Each party acknowledges and agrees that certain anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq. and the UK Bribery Act, prohibit any person from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Each party represents and warrants that in the performance of its obligations hereunder, it has not offered, made, or accepted and will not offer, make, or accept, any bribe or facilitation payment, and will otherwise comply with the requirements of applicable anti-bribery laws.

**7.4 Business Contact Information.** Customer is providing to CenturyLink the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to CenturyLink's delivery of International Service under this Service section. The Business Contact Information does not include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union memberships, financial status, health or sex life. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (i) fulfilling its obligations under this Service section; and (ii) providing information to Customer about CenturyLink's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to CenturyLink's processing of their Business Contact Information for the purposes set forth in this Service section. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify CenturyLink promptly of staffing or other changes that affect CenturyLink's use of Business Contact Information. CenturyLink will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information, and that protects such information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. CenturyLink will use the information only for the express purposes set forth in this Service section. CenturyLink will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information, and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**7.5 International Laws.** CenturyLink will provide the International Service in compliance with applicable international laws and tariffs. Customer agrees to cooperate with CenturyLink in obtaining necessary domestic or foreign approvals. CenturyLink may elect to not offer International Service, or to terminate International Service, in or to any particular jurisdiction, location or country if CenturyLink determines that the provision of such International Service is not commercially reasonable or is not lawfully permitted.

**7.6 Quote Signatory.** If a CenturyLink affiliate other than CenturyLink Communications, LLC is the signatory on any CenturyLink issued quote, the CenturyLink affiliate signing that quote will be treated as "CenturyLink" and deemed to have entered into an agreement solely for the Services included in the quote that consists of the terms and conditions in the Agreement (other than those related to a Revenue Commitment), this Service Exhibit and the quote. Such quote may be called a "Service Order" and may use "Service Schedule" and "Service Guide" to mean this Service Exhibit.

**7.7 Withholding Taxes.** All invoices will be issued to Customer and paid in the currency specified in the pricing attachment, offer attachment or CenturyLink issued quote. Customer will pay such invoices free of currency exchange costs, or bank charges. Service charges are exclusive of Taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount on account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for to any tax authority. In the event that any payment to be made to CenturyLink hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay

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CenturyLink such amounts as would have been necessary so that the aggregate net amount received by CenturyLink after application of a Withholding Tax, is the same amount as would have been received by CenturyLink if there had been no requirement to deduct or withhold such tax.

**7.8 CPE Return.** Customer will not obtain any ownership interests in the equipment used to provide international Service. Upon termination of the international Service, Customer must return the equipment to the third party provider designated by CenturyLink (as instructed by CenturyLink) in the same condition as it was on the Start of Service Date, normal wear and tear excepted. If Customer fails to return the equipment in the time and manner provided by CenturyLink, Customer will pay to CenturyLink, as agent for the third party provider, the fair market value of the equipment, as determined by the third party provider.

**8. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

**9. SLA.** Ports other than CenturyLink IQ + Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ + Ports are subject to the CenturyLink IQ + Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

**O. Network Management Service.**

**1. General; Definitions.** Except as set forth in this section, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink QCC will provide Network Management Service ("NMS" or "Service") under the terms of the Agreement and this section.

**2. Service.**

**2.1 Description.** NMS provides performance reporting, change management, configuration management, fault monitoring, management and notification of customer premises equipment ("CPE") and network related issues. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. NMS does not include transport or Local Access, which may be separately purchased from CenturyLink. The following management types are available:

**(a) Select Management.** Select Management includes: 24x7x365 remote performance monitoring, reporting, and ticketing via NMS online portal for devices supported by CenturyLink. Select Management also includes complete fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible) change management supported by CenturyLink, (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer may submit change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. Please reference the NMS Supported Device List to determine which devices qualify for NMS Select. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

**(c) Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and Firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, Firewall module configurations, and basic router internal Firewall functions. "Firewall" means a set of related programs, located at a network gateway server that is designed to allow or deny certain hosts or networks to speak to each other, based on a set security policy. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(c) Monitor and Notification.** CenturyLink will monitor Customer device 24x7x365 for up/down status and notify Customer of faults. This feature not include any of the Select Management or Comprehensive Management features.

**(d) CenturyLink Responsibilities.**

**(i)** CenturyLink will provide Customer with a non-exclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the CenturyLink-managed devices reside. CenturyLink will work with the Customer to facilitate resolution of service-affecting issues as long as Customer chooses either Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of Service. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line(s) for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. *It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will NOT be able to troubleshoot issues if the device under management cannot be reached.*

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for Service delivered via IP connectivity with CenturyLink IQ Networking Internet Port and/or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; (B) for Service delivered with CenturyLink IQ Networking Private Port, CenturyLink will configure a virtual circuit to access Customer device at no additional charge. CenturyLink will add the CenturyLink NMS networkoperations center to the Customer user group in order to manage the devices within the customer's network. With CenturyLink IQ Networking Private Port, the Customer device does not need to be IPsec-capable unless customer is requesting an added layer of security; (C) for Private Line, both A and Z locations must be under management and accessible via a valid routable IP address.



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(iv) Customer must provide a routable valid IP address in establish the Service connection. Customer's primary technical interface person must be available during the remote installation process in order to facilitate installation of the Service. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink-approved on-site CPE maintenance provider. The response times for which the Customer contract with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer-provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**2.2 International Terms and Conditions.** International Service is available in many locations, but not all locations outside of the continental United States. Customer must verify with CenturyLink the availability of the Service in Customer's desired International locations. For Service outside of the continental United States, the following terms and conditions will apply.

**(a) Export Controls.** If equipment, software, or technical data is provided under this section, Customer's use of such items must comply fully with all applicable export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction.

**(b) Anti-Corruption.** Each party acknowledges and agrees that certain anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq. and the UK Bribery Act, prohibit any person from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Each party represents and warrants that in the performance of its obligations hereunder, it has not offered, made, or accepted and will not offer, make, or accept, any bribe or facilitation payment, and will otherwise comply with the requirements of applicable anti-bribery laws.

**(c) Business Contact Information.** Customer is providing to CenturyLink the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to CenturyLink's delivery of Service under this Agreement. The Business Contact Information does not include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union memberships, financial status, health or sex life. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (A) fulfilling its obligations under this Agreement; and (B) providing information to Customer about CenturyLink's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to CenturyLink's processing of their Business Contact Information for the purposes set forth herein. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify CenturyLink promptly of staffing or other changes that affect CenturyLink's use of Business Contact Information. CenturyLink will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information, and that protects such information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. CenturyLink will use the information only for the express purposes set forth herein. CenturyLink will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information, and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**(d) International Laws.** CenturyLink will provide the Service in compliance with applicable international laws and tariffs. Customer agrees to cooperate with CenturyLink in obtaining necessary domestic or foreign approvals. CenturyLink may elect to not offer Service, or to terminate Service, in or to any particular jurisdiction, location or country if CenturyLink determines that the provision of such Service is not commercially reasonable or is not lawfully permitted. Any arbitration or notices between the parties will be conducted in the English language.

**3. Term; Cancellation.** The term the Service will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if the Service is added to the Agreement after its Effective Date) and continue for the term provided on the Summary Page ("Service Term"). The first 12 months of the Service Term will be referred to as the "Minimum Service Term." Each subsequent location added will have its own Minimum Service Term and Service Term. Upon expiration of the Service Term, each Service will automatically renew for the same Service Term as originally selected by Customer, unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under the Agreement is canceled prior to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived; and (iii) a Cancellation Charge (the Cancellation Charge only applies during the initial Service Term and will not apply to any renewal Service Term). The Cancellation Charge applicable to the portion of the Service being canceled during the Minimum Service Term will be 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Minimum Service Term, if any, plus 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term beyond the Minimum Service Term, if any.

**4. Charges.** Customer will pay all applicable charges, The rates on the Summary Page will be used to calculate Contributory Charges. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Location additions for all Services will be at CenturyLink's then-current rate. If onsite installation is required, Customer will be charged a one time NRC at CenturyLink's then prevailing rates for any such on-site services.

**5. SLA.** Service is subject to the NMS service level agreement ("SLA"), located at <http://www.centurylink.com/legal/>, which is subject to change. The SLA is effective as of the first day of the second month after initial installation of Service. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

**P. Email Defense.**

**1. General; Definitions.** Capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink QCC will provide one or both of the following services (collectively, "Service") under the terms of the Agreement and these Detailed Terms and Conditions: Email Defense Service, and Web Defense Service

"Allow List" means a list of e-mail addresses, e-mail domains, or URLs from which e-mail or URLs will be received without regard to the content.

"Content" means information about Customer's IP-network traffic, including header and content information associated with packets. Content could include, for example, images, documents, email messages, or Web content.

"Customer Administrator" means a Customer-appointed individual who has the authority to access or modify content via the Interface.

"Deny List" means a list of e-mail addresses, e-mail domains, or URLs that will be automatically quarantined if encountered without regard to the content.

"Interface" means a secured Web based interface that allows the Customer Administrator to access quarantined messages, define filtering preferences, define encryption policies, create Allow Lists and Deny Lists, view message reports and statistics, and search the quarantine database.

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"Mail Exchange Record (MX Record)" means the information in a domain name database that identifies the mail server that is responsible for handling e-mails for that domain name.

"Virus" means generally known worms, viruses, malware, or other malicious code.

"Web Proxy Setting" means Customer must redirect its Web traffic through CenturyLink's Web proxy servers in order to use the Web Defense service. This is done through a process of changing the proxy settings.

"Welcome Letter" means a notice that Centurylink sends to Customer that contains access information for the Interface.

## **2. Service.**

**2.1 Description.** CenturyLink will provide a Web based Interface to Customer so that Customer can monitor and administer the Service. Service includes Email Defense and Web Defense. Service recognizes predetermined Deny Lists and Allow Lists if established by Customer. All URLs and e-mail from domains on the Allow List will be automatically delivered to the recipient.

**(a) Email Defense.** Inbound Email Defense service re-routes Customer's e-mail through a secure CenturyLink address where it reduces spam and inappropriate content contained in e-mail messages by: (i) intercepting known Viruses; and (ii) preventing further routing or transmitting of known Viruses, spam, or inappropriate content. "Virus" means generally known worms, viruses, malware, or other malicious code. Service also retains Customer's e-mail messages for up to five calendar days in the event Customer's e-mail server is not able to receive e-mail messages. An optional outbound Email Defense feature is also available under the following conditions: (iii) the outbound Email Defense service can filter known Viruses and inappropriate content on outbound e-mails, but it cannot prevent or filter outbound spam; and (iv) if CenturyLink becomes aware of any outbound spam activity by Customer, all outbound e-mail by Customer may be suspended immediately. If CenturyLink, working with Customer, and in its sole discretion, determines that the spam activity has been resolved, CenturyLink may resume the optional outbound Email Defense service. If the spam activity is not resolved, CenturyLink will not authorize outbound e-mail for Customer through this Service.

**(i) Email Encryption.** Email Encryption is an optional feature that is available with outbound Email Defense for an additional charge. Email Encryption encrypts outbound emails as they are processed through the CenturyLink-hosted Email Defense Service servers. Encryption is applied based on the rules and policies that are defined by the Customer Administrator. The Email Encryption feature is also designed to allow recipients of encrypted emails to reply in an encrypted format. Encryption of emails from Customer to the CenturyLink-hosted Email Defense servers is Customer's responsibility.

**(b) Web Defense.** CenturyLink Web Defense service re-routes Customer's Web traffic through a proxy server where it reduces the transmission of Viruses and inappropriate content contained in Web sites by: (i) scanning for known Viruses, phishing attacks, or spyware; and (ii) blocking access to inappropriate or unauthorized Web sites.

## **2.2 Service Terms and Conditions.**

**(a) Customer Setup.** Prior to ordering Service, Customer will provide to CenturyLink information necessary for CenturyLink to perform the setup of the Service. After CenturyLink receives all information required to activate Service, CenturyLink will provide instructions to Customer that explain how to re-route Customer's MX Record and Web Proxy Setting to CenturyLink. The Customer Administrator is responsible for implementing such changes to its MX Record and Web Proxy Setting. Customer agrees to make initial setup changes only Monday through Thursday in order to allow CenturyLink at least one business day to verify accuracy. Upon request, CenturyLink will also walk Customer through the necessary changes via telephone. Only configurations that are in accordance with the instructions provided by CenturyLink are supported under this Service. After Customer notifies CenturyLink that the necessary initial setup changes have been implemented, CenturyLink will send to Customer a Welcome Letter. Customer understands that Service is dependent in part on subcontractors or vendors. Accordingly, Customer agrees to cooperate with CenturyLink in the event of a migration to a different service platform.

**(b) Customer Information.** Customer will provide CenturyLink with: (i) accurate and current contact information for Customer's designated points of contact; (ii) information reasonably necessary to enable CenturyLink to create a Customer Administrator profile; and (iii) advance notice of any MX Record or Web Proxy Setting changes. CenturyLink may not be able to provide the Service if Customer's contact information is out of date or inaccurate or if Customer performs MX Record or Web Proxy Setting changes without prior notification to CenturyLink.

**(b) Interface.** Customer Administrator is solely responsible for administering all quarantined e-mail, encryption rules, and URLs contained in the Interface. The Customer Administrator also has the ability to add, delete or change domains, e-mail addresses, or URLs to the Allow List and the Deny List.

**(c) Technical Support.** Technical support via telephone and e-mail is available 24 hours, seven days per week.

**(d) Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that any or all spam, Viruses or inappropriate content will be detected by the Service, or that the performance of the Services will render Customer's systems immune to such content. Customer is responsible for Customer's own e-mail and Web policies and procedures.

**2.3 Consent to Access and Use Customer Information.** Customer authorizes CenturyLink or its authorized vendor to access and use Customer's information associated with Customer's IP-network traffic (including Content) from domestic locations and, if necessary, from international ones.

**2.4 International Terms and Conditions.** International Service is available in many locations, but not all, outside the continental United States. Customer must verify with CenturyLink the availability of the Service in Customer's desired locations. For Service outside of the continental United States, the provisions the following terms and conditions apply.

**(a) Export Controls.** If equipment, software, or technical data is provided under this section, Customer's use of such items must comply fully with all applicable export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction.

**(b) Anti-Corruption.** Each party acknowledges and agrees that certain anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq. and the UK Bribery Act, prohibit any person from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Each party represents and warrants that in the performance of its obligations hereunder, it has not offered, made, or accepted and will not offer, make, or accept, any bribe or facilitation payment, and will otherwise comply with the requirements of applicable anti-bribery laws.

**(c) Business Contact Information.** Customer is providing to CenturyLink the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to CenturyLink's delivery of Service under this section. The Business Contact Information does not include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-

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union memberships, financial status, health or sex life. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (i) fulfilling its obligations under this Agreement; and (ii) providing information to Customer about CenturyLink's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to CenturyLink's processing of their Business Contact Information for the purposes set forth herein. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify CenturyLink promptly of staffing or other changes that affect CenturyLink's use of Business Contact Information. CenturyLink will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information, and that protects such information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. CenturyLink will use the information only for the express purposes set forth herein. CenturyLink will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information, and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**(d) International Laws.** CenturyLink will provide the Service in compliance with applicable international laws and tariffs. Customer agrees to cooperate with CenturyLink in obtaining necessary domestic or foreign approvals. CenturyLink may elect to not offer Service, or to terminate service, in or to any particular jurisdiction, location or country if CenturyLink determines that the provision of such Service is not commercially reasonable or is not lawfully permitted. Any arbitration or notices between the parties will be conducted in the English language.

**3. Term; Cancellation.** Service will remain in effect until canceled. Either party may cancel Service with at least 60 days prior written notice to the other party. If Service does not remain installed and used for at least 12 months, Customer will pay to CenturyLink a Cancellation Charge equal to 50% of the average MRC billed over the three month period immediately prior to cancellation for Service multiplied by the number of months remaining to complete 12 months of Service.

**4. Charges.** The MRCs set forth in the Summary Page will be used to calculate Contributory Charges. CenturyLink will initiate billing for Service upon sending the Welcome Letter. CenturyLink may at its sole discretion, provide additional features that Customer may purchase at additional cost.

**5. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

**6. Thirty Day Trial.** Customer may, upon five days prior written notice, terminate Service at anytime during the first 30 days of this Service. If Customer elects to terminate Service under this provision, Customer must pay the NRC and MRCs accrued up to the date of termination, after which CenturyLink will release Customer from any further liability for this Service. If Customer does not provide written notice to CenturyLink within the first 30 days of Service, Customer will have waived its right to terminate Service without liability, and the term will continue as specified in this Agreement.

**Q. E-Line.**

**1. General; Definitions.** CenturyLink Communications, LLC will provide E-Line Service ("E-Line" or "Service") under the terms of the Agreement and the RSS.

**2. Service Description and Availability.**

**2.1 Description.** Service is an Ethernet over wavelength solution with metro and long haul Ethernet private line transport applications. Service offers point-to-point private line service at bandwidth speeds of: 5 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1000 Mbps (or 1 Gbps). E-Line Multiple EVC service ("Multiplexing") is offered as a feature of the Service where Customer may order Multiplexing originating from the same city ("Hub Market") and terminate in different E-line markets (E-Line long haul services) or multiple locations within the same Hub Market (E-Line metro services). Multiplexing will be handed off to Customer on a single port using a single Local Access in the Hub Market. Customer may order up to 10 E-Lines using a 100 Mbps Local Access at the hub or up to 20 E-Lines using a 1000 Mbps Local Access at the hub. Service extends to and includes the network equipment maintained by CenturyLink at the designated interface demarcation points located at the CenturyLink points of presence ("POPs").

**2.2 Associated Local Access.** Customer is required to have the CenturyLink Local Access Service that includes compatible Ethernet Local Access in conjunction with E-Line. The Local Access provides the physical connection between the Service's termination point at the CenturyLink POPs located on the CenturyLink Domestic Network and the termination point of the Local Access at Customer's service address.

**2.3 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). CenturyLink will use reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or these E-Line terms. If CenturyLink fails to make the Service available within 60 calendar days after the Estimated Availability Date with respect to such Service, Customer's exclusive remedy is limited to canceling the order for Service by giving CenturyLink 10 days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service. Unless otherwise agreed to by CenturyLink in writing, Customer is responsible for installation, testing, and operation of any services and equipment other than the Service specifically provided by CenturyLink under these E-Line terms.

**4. Charges.** Customer will pay the rates set forth in a valid quote or in the RSS. The rates before application of any discounts will be used to calculate Contributory Charges. Construction charges apply if special construction is required to install the Service or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed canceled and the Cancellation Charge does not apply.

**5. Term; Cancellation.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the Summary Page ("Initial Service Term"). The Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, the Service will automatically renew on a month-to-month basis ("Renewal Service Term"), unless either party elects to cancel the Service by providing 30 days prior written notice of such cancellation to the other party. CenturyLink reserves the right to change rates for an individual Service at any time after its Initial Service Term to CenturyLink's then-current month-to-month or standard pricing. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of the Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if

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any, plus (b) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months. Upon cancellation of a Service, Customer will remain liable for: (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges) and (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term.

**6. SLA.** Service is subject to the CenturyLink E-Line Service Level Agreement ("SLA") located at <http://www.centurylink.com/legal/>, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

**7. Definitions.** Capitalized terms not defined in these E-Line terms are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**R. Metro Private Line.**

**1. Definitions.** CenturyLink QCC will provide Metro Private Line Service ("Service") under the terms of the Tariff, RSS, and these terms.

"Demarcation Point" is: (a) the physical interface between CenturyLink's network (or the third party provider's network for Off-Net Circuits) and Customer's telecommunications equipment; or (b) the point where CenturyLink's outside distribution network facilities terminate which is usually the building's equipment or MPOP.

"Equipment" means all telecommunications equipment, including the connecting conduit required to provide the Service.

"Landlord" means the owner of the building where an On-Net Circuit is located.

"MPOP" means Minimum Point of Presence.

"On-Net Circuit" means the Service is provisioned on the CenturyLink-owned and operated domestic fiber optic network.

"Off-Net Circuit" means the Service is provisioned on a combination of CenturyLink-owned and operated facilities and facilities ordered and leased from a third party provider, facilitated and managed by CenturyLink on Customer's behalf.

"Property" means the location, building, and real property where Customer is located.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**2. Service.**

**2.1 Description** The Service provides dedicated, point-to-point, private line connections between two points of termination. The Service may be provisioned either as an On-Net Circuit or as an Off-Net Circuit. The Service includes the equipment maintained by CenturyLink at the Demarcation Point of the Service at the applicable service address. The Service has only one Demarcation Point per service address and any extension beyond such Demarcation Point is the sole responsibility of Customer. Each Service typically has a loop back device at the Demarcation Point that allows CenturyLink to perform remote testing from the Demarcation Point provided however that DS1 Service in certain buildings can only be remote loop-back tested from the MPOP. "SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

**2.2 Multiplexing.** CenturyLink offers multiplexing as an additional Service hereunder. At Customer's request and where available, CenturyLink will multiplex a Metro Private Line circuit for an additional charge. For On-Net Circuit multiplexing, CenturyLink provides lower level circuit handoffs to Customer at a single service address in conjunction with a higher-level On-Net Circuit. For Off-Net Circuit multiplexing, CenturyLink facilitates the delivery of lower level circuit handoffs to Customer in multiple service addresses in conjunction with a higher-level Off-Net Circuit. Multiplexing is generally available for DS-1, DS-3, and OC-n circuits.

**2.3 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its usage will be interstate usage.

**2.4 Provisioning of Metro Private Line Services.** CenturyLink will use commercially reasonable efforts to install each Service on or before the Due Date, but the inability of CenturyLink to deliver a Service by such date will not be a default under the Agreement. If CenturyLink fails to make Service available (excluding ICB Service) within 90 calendar days after the acceptance of the Order Form ("Due Date"), then Customer's sole remedy will be to cancel the Order Form which pertains to such Service by giving CenturyLink five calendar days written notice prior to CenturyLink's delivery of the Service to Customer provided, however, that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service. "ICB Service" is Service for which CenturyLink must perform special construction.

**2.5 Cancellation or Modification of Order Forms Prior to Acceptance Testing.**

**(a) On-Net Circuit Cancellation:** Customer may cancel an On-Net Circuit or delay the due date for an On-Net Circuit for which no special construction by CenturyLink is necessary by providing CenturyLink with written notice of such cancellation at least three business days before the date CenturyLink is scheduled to deliver such On-Net Circuit to Customer for acceptance testing and by paying CenturyLink any third party charges incurred by CenturyLink to fulfill the order prior to the receipt of Customer's notice and a cancellation charge of \$500. In the event that Customer provides CenturyLink with notice of Customer's intent to cancel an On-Net Circuit between the period beginning three business days before and ending on the date CenturyLink is scheduled to deliver such On-Net Circuit to Customer for acceptance testing, Customer may terminate such On-Net Circuit by paying CenturyLink: (i) any third party charges incurred by CenturyLink to fulfill the order prior to the receipt of Customer's notice; (ii) a cancellation charge of \$500; and (iii) one

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month's recurring charges for DS1 and DS3 Service, or six months' recurring charges for a canceled OC-N Service. If Customer cancels at any time prior to acceptance testing an On-Net Circuit for which special construction is required, Customer will pay the termination charges set forth in the Term/Termination section below.

**(b) Off-Net Circuit Cancellation:** Customer may cancel an Off-Net Circuit prior to the date CenturyLink delivers such Off-Net Circuit to Customer for acceptance testing, by providing CenturyLink with no less than five business days notice and by paying CenturyLink any and all third party costs and expenses incurred by CenturyLink to install and cancel such Off-Net Circuit and all applicable nonrecurring charges. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer does not approve such construction, CenturyLink will not charge a cancellation charge for that circuit only.

**2.6 Requirements for On-Net Circuits.**

**(a)** Customer represents and warrants to CenturyLink that Customer has the authority to grant CenturyLink the right to: (i) install, operate, pull, repair, replace, maintain, upgrade and remove Equipment on the Property; and (ii) provide the Service as contemplated by the Agreement. If the Service requires the alteration of areas of the Property (including the construction of conduits from the public right of way across the Property and into and through the building) or installation of Equipment in areas of the Property in which Customer does not have the authority to allow such installation or alteration ("Unauthorized Areas"), Customer will secure from the Landlord, in a form reasonably acceptable to CenturyLink, any consent necessary to allow CenturyLink to perform such installations or alterations.

**(b)** Customer will provide to CenturyLink non-exclusive access to the Property during normal business hours and reasonable access at all other times (on a 24x7 basis, 365 days per year) for all purposes as necessary to deliver the Service. Customer will pay for any damage to the Equipment or personal property of CenturyLink where Customer or any of its agents, representatives, employees, contractors, subcontractors or invitees causes such damage. Customer will pay or cause to be paid all reasonable costs associated with any relocation of Equipment requested by Customer during the term of the Agreement.

**(c)** Customer will provide to CenturyLink: (i) HVAC sufficient to maintain an ambient temperature of 50° F to 86° F and relative non-condensing humidity; (ii) AC power consisting of commercial, unprotected and interruptible 120 volt, 30 amp each, single phase, duplex outlets; (iii) DC power consisting of fused 30 amp A supply and fused 30 amp B supply, negative 48 volts, for each rack; (iv) fire suppression system consisting of either a sprinkler system or other system that complies with local, state and federal laws and regulations; (v) battery reserve; and (vi) grounding. CenturyLink will in no event be liable for any delay in the provision of the Service as a result of Customer's inability to meet the operating requirements set forth in this paragraph.

**(d)** Customer represents that, to the best of its knowledge, the Property is free from any hazardous or toxic substances (including asbestos) and is in compliance with all applicable laws. If any hazardous or toxic substances exist on the Property, CenturyLink will have no obligation to remediate, abate or remove such hazardous or toxic substances, provided that CenturyLink is not responsible for their presence.

**(e)** The Equipment belongs solely to CenturyLink. Upon the expiration (or termination) of the Agreement, CenturyLink may, at its expense, remove any and all Equipment from the Property.

**(f)** Both parties will maintain in force, at their expense, during the term of this Agreement, the following insurance from insurers with minimum Best's ratings of "A-VII" authorized to do business in the state where the Building is located: (i) Commercial General Liability Insurance with an occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000; (ii) "All Risk" property insurance covering each party's respective Equipment and other personal property located at the Property in sufficient amounts to cover any loss thereof. The parties agree that they will cause their respective insurers to issue appropriate waiver of subrogation rights provisions to all property insurance policies required to be carried under this Agreement or otherwise maintained by the parties.

**(g)** CenturyLink's performance of its obligations under the Agreement is contingent upon CenturyLink obtaining all permits, licenses, and other governmental approvals required to install and operate the Equipment at the Property and provide the Service to Customer.

**(i)** Customer understands that a Landlord is not a party to this Agreement and is not providing any of the Service described herein. Customer expressly waives all claims against a Landlord arising out of this Agreement. The rights or remedies Customer may have against a Landlord will be those set forth in or arising out of an agreement directly between Customer and Landlord.

**3. Term; Cancellation.** Each Service ordered during the term will commence on the Start of Service Date and continue for the term specified in the Summary Page. Upon expiration of the Term, each Service will automatically renew for another Term, unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under this Agreement is canceled prior to the expiration of the applicable Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (b) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived; (c) construction costs and expenses incurred by CenturyLink to install such Service, if applicable; and (d) a cancellation charge. The cancellation charge for circuits not requiring construction is: (e) for all OC-N level On-Net Circuits, 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Term for the canceled Service; (b) for all DS1, and DS3 On-Net Circuits, 50% of the balance of the MRCs for the unexpired portion of the Minimum Service Term for the canceled Service; and (c) for all Off-Net Circuits, any and all third party costs and expenses incurred by CenturyLink in so canceling such Off-Net Circuit and all applicable nonrecurring charges that may have been waived. The cancellation charge for Circuits requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer cancels that circuit because Customer does not approve such construction, CenturyLink will not charge a cancellation charge for canceling that particular circuit.

**4. Charges.** Customer will pay all applicable charges set forth in the Summary Page or any Order Form accepted by CenturyLink. If during the provisioning of Service, CenturyLink incurs additional nonrecurring charges to provide Service, Customer will pay such additional charges. If Customer requests that CenturyLink come to its premises to investigate a problem with the Service, then Customer could be assessed additional charges. If CenturyLink determines that the Service is working properly up to the Demarcation Point (e.g., the problem is with Customer's equipment), then Customer will pay CenturyLink time and materials charges for such troubleshooting. If Customer requires CenturyLink to perform extended wiring services, Customer will be responsible for paying CenturyLink time and materials charges and all other charges incurred to extend the Demarcation Point to the Customer's Demarcation Point. Extended wiring services will not extend past the Customer's Demarcation Point. The rates will be used to calculate Contributory Charges.

**S. Ethernet Private Line.**

**1. General.** CenturyLink QCC will provide domestic Ethernet Private Line Service ("EPL" or "Service") under these terms and the RSS.

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**2. Service Description and Availability.**

**2.1 Description.** Service is a point-to-point, dedicated, non-switched, full duplex data transmission for the carriage of Customer's interstate Ethernet traffic between two CenturyLink points of presence ("POPs") located on the CenturyLink Domestic Network. Service originates from and terminates on CenturyLink specified demarcation points located at the CenturyLink POPs. Service complies with Ethernet over SONET standards. Subject to availability, Service supports data speeds of 50 megabits per second ("Mbps"), 100 Mbps, 150 Mbps, 600 Mbps, and 1000 Mbps and a 1000Base-LX interface. Additional speeds and interfaces may be available and vary by location. Service extends to and includes the network equipment maintained by CenturyLink at the designated interface demarcation points located at the CenturyLink POPs.

**2.2 Associated Local Access.** Customer is required to have the CenturyLink Local Access service that includes compatible Ethernet Local Access in conjunction with EPL (ELA over SONET is the most compatible). The local access provides the physical connection between the Service's termination point at the CenturyLink POPs located on the CenturyLink Domestic Network and the termination point of the local access at Customer's service address.

**2.3 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Charges.** Customer will pay the rates set forth in the Summary Page. The MRCs set forth on the Summary Page will be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the Summary Page regardless of whether an NPA/NXX split or overlay occurs. Service MRCs for interLATA EPL are determined by the bandwidth, expressed in Mbps or gigabits per second ("Gbps"), and by the mileage range applicable to each Service's domestic V & H Miles as determined by CenturyLink. The rates for the Local Access Service are separately presented in the Local Access service section. Construction charges apply if special construction is required to install the Service or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled and the Cancellation Charge does not apply.

**4. Term; Cancellation.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the Summary Page ("Initial Service Term"). The Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, the Service will automatically renew on a month-to-month basis ("Renewal Service Term"), unless either party elects to cancel the Service by providing 30 days prior written notice of such cancellation to the other party. CenturyLink reserves the right to change rates for an individual Service at any time after its Initial Service Term to CenturyLink's then-current month-to-month or standard pricing. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of the Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (b) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months. Upon cancellation of a Service, Customer will remain liable for: (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges) and (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term.

**5. SLA.** Service is subject to the CenturyLink Domestic Ethernet Private Line Service Level Agreement ("SLA") located at <http://www.centurylink.com/legal/>, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

**6. Definitions.**

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

"V & H Miles" means the airline mileage for the interoffice channel ("IOC") between CenturyLink POPs.

**T. CenturyLink TS Services (Includes Service Schedules for Colocation, Hosting, Network, Security, Professional, Digital Content, Virtual Private Data Center ("VPDC") and Cloud Data Center ("CDC") and CenturyLink Cloud Services).**

**1. General; Definitions.** This "CenturyLink TS Services Section" sets forth the terms generally applicable to the services provided by CenturyLink through its affiliate, Savvis Communications Corporation DBA CenturyLink TS and its affiliates ("CenturyLink TS"), as well as terms applicable only to specific Services described in the Service Schedules. CenturyLink will provide Services under the terms of the Agreement, this Savvis Services Section, a Service Order and/or Statement of Work ("SOW"). For clarification, CenturyLink TS shall be used when it is necessary to specify the CenturyLink TS Affiliate, and otherwise CenturyLink and its affiliates shall hereinafter be referred to as "CenturyLink". In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: the Service Schedule, this Savvis Services Section, the CenturyLink Total Advantage Express-Agreement Summary Page, other applicable provisions in these Detailed Terms and Conditions, any Service Guide, the SLA, the Service Order(s) and SOW(s). Except as set forth in this CenturyLink TS Services Section, capitalized terms will have the definitions assigned to them in the Agreement.

"BCD" or "Billing Commencement Date" means the date on which CenturyLink begins billing for a Service, as further defined in the Billing section below or otherwise in the applicable Service Schedule.

"Service" means the service provided by CenturyLink through its affiliate, including CenturyLink TS or Tier 3 and/or their licensors and contractors as set forth on the Service Order or SOW.

"Service Guide" (or "SG") means the product-specific Service guide that includes technical specifications which can be found at <http://www.centurylink.com/technology/service-guides>, which CenturyLink TS may modify from time to time, effective upon posting on the Web site.

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

"Service Schedule(s)" means Service Schedules 1-8 included at the end of this CenturyLink TS Services Section, that provide additional terms applicable to the Services that may be purchased under this CenturyLink TS Services Section.

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"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. CenturyLink may modify SLAs during a renewal term upon 60 days' notice.

**2. Term.** Services have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or SOW ("Initial Service Term"), at the conclusion of which the Service will automatically renew for successive periods equal to 12 months, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any renewal terms are collectively referred to as the "Service Term".

**3. Rates; Billing.**

**3.1 Rates.** Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or SOW. Notwithstanding any other provision to the contrary and not more than once per calendar year, CenturyLink may increase the charges applicable to any Service provided hereunder in an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer. CenturyLink may otherwise increase applicable charges as set forth on a particular Service Order or upon prior written notice during any automatic renewal term.

**3.2 Billing.** The BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) the date CenturyLink notifies Customer in writing that the initial installation or a usable part thereof (such as a data circuit between two points or an individual data center installation on a multi-data center project) is complete. For Professional Services in a SOW, the BCD shall be the date CenturyLink begins performing the Services or as specified in the SOW. Customer shall have three business days after such use or notification to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the deficiency in Service to the reasonable satisfaction of CenturyLink. The Service shall be deemed accepted unless Customer provides CenturyLink with notice to the contrary during the Acceptance Period. Upon timely notice to CenturyLink of a deficiency, (i) CenturyLink will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and (ii) CenturyLink will delay billing until accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis.

**4. Compliance and Security.** Each party shall comply with all laws and regulations applicable to the provision (in the case of CenturyLink and CenturyLink) and use (in the case of Customer) of the Services provided hereunder. CenturyLink has adopted and implemented, and shall maintain throughout the Term, a corporate information security program designed to comply with applicable laws and protect Customer's information, materials and data ("Customer Data") from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. Customer will ensure that all Customer Data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including without limitation those relating to the encryption of data. As of the Effective Date, CenturyLink has completed an AICPA sanctioned Type II audit report (i.e., SSAE16/ISAE3402 SOC 1 or AT-101 SOC 2) in certain data centers and intends to continue to conduct such audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report, which is CenturyLink Confidential Information. Customer may make such report available to its End Users subject to confidentiality terms provided by CenturyLink.

**5. Use of Service.** Customer and its End Users will not use or access the Services or any data center in a manner that materially interferes with or harms the CenturyLink infrastructure or any third parties; or is tortious or violates any third party right. CenturyLink may suspend the affected Service in the event Customer violates the preceding sentence. CenturyLink will attempt to notify Customer in writing prior to suspending Service; provided, however, CenturyLink may suspend Service without notice if CenturyLink becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink to criminal or civil liability or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm as identified in the CenturyLink TS AUP. Customer agrees to defend, indemnify and hold CenturyLink harmless from third party claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees arising from non-compliance with this section.

**6. Termination.** Either party may terminate the affected Services (i) upon 30 days' prior written notice for Cause; or (ii) in accordance with any other express term contained in the Agreement. If Customer terminates an ordered Service prior to its BCD, Customer will pay a Cancellation Charge equal to one month's projected MRC, plus all out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If the Service or this Agreement is terminated either by CenturyLink for Cause or by Customer for convenience prior to the conclusion of the applicable Service Term, then Customer shall be liable for a Cancellation Charge equal to: (a) unless otherwise set forth on a Service Order, 50% of the then current MRC for the affected Services multiplied by the number of months remaining in the Service Term; (b) Service charges accrued but unpaid as of the termination date; (c) any NRC discount or waiver granted by CenturyLink, and (d) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If a particular Service is terminated upon which another service is dependent, all such dependent services shall be deemed to be terminated as well.

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

**8. Equipment.** If the Service includes access to or the use of CenturyLink-provided equipment ("CenturyLink Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink Equipment; (b) will keep the CenturyLink Equipment free and clear from all liens, claims and encumbrances; (c) shall protect and use all CenturyLink Equipment in accordance with the Agreement; and (d) will cooperate with CenturyLink to allow installation, maintenance and, upon termination, removal of the CenturyLink Equipment. Unless otherwise set forth in the applicable SG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any equipment used in connection with the Service and not provided by CenturyLink ("Customer Equipment") including any related applications, systems, or software.

**9. No Transfer of Undertakings.** CenturyLink and Customer agree that the provision and subsequent expiry, cancellation or termination of the Services are not intended to be transfers of undertakings within the meaning of the Transfer of Undertaking (Protection of Employment) Regulations 2006 and related legislation ("TUPE"), and consequently there will be no transfer of employees between Customer and CenturyLink (or any other subsequent service provider of Customer) as a result of the operation of this Agreement. Notwithstanding the above, Customer shall indemnify and hold CenturyLink harmless for any losses, claims, liabilities, awards, damages, costs and expenses (including any fines, legal expenses and costs of

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settlement) CenturyLink may incur through the operation of TUPE in connection with this Agreement. This provision applies only to Services delivered by CenturyLink in the United Kingdom.

**10. Maintenance.** Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

**11. Notice.** Any notices to be provided to CenturyLink under this Savvis Services Section should also be copied to CenturyLink at the following address:

Savvis Communications Corporation DBA CenturyLink TS  
1 Solutions Parkway  
Town & Country, Missouri 63017  
United States  
Attn: Legal Department

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**CENTURYLINK TS SERVICE SCHEDULE #1: COLOCATION SERVICES**

**1. Definitions.**

"CenturyLink Premises" means any CenturyLink data center or other CenturyLink facility.

"Customer Area" means the space within a CenturyLink Premises specifically identified as available to Customer for the placement and operation of Customer Equipment.

**2.** Notwithstanding anything to the contrary in the Agreement, CenturyLink may increase the rates associated with existing Colocation Service at any time after twelve months of the initial installation date for such Service in order to pass through increases in such Service's underlying power facility costs and such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer.

**3.** Customer or Customer's employees, agents, contractors, or End Users who access any CenturyLink Premises on Customer's behalf ("Authorized Representatives") must be designated in writing. Customer, its Authorized Representatives and all Customer Equipment and any related materials used in connection with the Service shall comply with all CenturyLink data center operating policies (including the "CenturyLink TS Customer Handbook and Information Guide" ("Customer Guide")), a current copy of which is located on <http://www.savvisstation.com> and which CenturyLink may change from time to time. If CenturyLink reasonably believes that Customer is not complying with this section, CenturyLink will notify Customer thereof and Customer shall remedy such non-compliance within 5 days of receiving such notice. If Customer fails to remedy such non-compliance within such period, then, notwithstanding any other rights in the Agreement, CenturyLink may immediately (i) suspend the Service and/or restrict Customer's access to the CenturyLink Premises for so long as deemed reasonably necessary by CenturyLink or (ii) terminate the affected Service if such non-compliance is recurring. CenturyLink may likewise restrict access to the CenturyLink Premises if Customer fails to timely cure any breach of the Agreement.

**4.** Subject to the rest of this section, CenturyLink may enter the Customer Area and/or access Customer Equipment only to the extent necessary to provide a Service or otherwise exercise its rights under the Agreement. If Customer Equipment needs to be moved to another area within the same CenturyLink Premises or to another CenturyLink Premises due to either Customer's requirements for additional space or CenturyLink's reasonable business needs, the parties will cooperate to complete and minimize the impact of the relocation. CenturyLink may temporarily store Customer Equipment pending its installation at a CenturyLink Premises ("Equipment Storage"). If Equipment Storage continues for more than 30 days, CenturyLink may return, at Customer's expense, the Customer Equipment. The risk of loss or damage for any Customer Equipment during any Equipment Storage shall be upon Customer. If any Authorized Representative or Customer Equipment presents any material risk of harm to CenturyLink, its employees, agents, contractors, or customers, or the CenturyLink Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, CenturyLink may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer Equipment will not cause personal injury or property damage at a CenturyLink Premise.

**5.** Customer shall within five days of the end of the Service Term: (a) remove all Customer Equipment and any other Customer property ("Customer Materials") from the CenturyLink Premises; and (b) return the Customer Area to CenturyLink in the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Service Term, CenturyLink may remove any Customer Materials (without liability) and, at Customer's expense, either: (a) store it until Customer remits all amounts owed (including storage expenses) or (b) ship such Customer Materials FOB Origin to Customer at Customer's last address of record.

**6. Network Connectivity.**

**6.1 Hosting Network Infrastructure.** The Colocation network infrastructure provides connectivity from Customer's environments to the available networks within each facility, including the CenturyLink backbone(s), and other Colocation customers or Alternate Carrier Network Connections. With valid orders, Customer is permitted to interconnect to other customers or alternate carriers as described; however, all connections from Customer environment to any other customer or any network infrastructure must be performed by CenturyLink.

**6.1.1 Alternate Carrier Network Connection.** An Alternate Carrier Network Connection is a connection to a non-CenturyLink network. Depending on the particular data center's configuration, Alternate Carrier Network Connections can be made at either the data center's carriers' premises or at the data center's servicing point of presence. Depending on the data center and alternate carrier availability, the rates and required components may vary. In the event that a carrier of interest to Customer is not available at the data center's carriers' premises Customer is encouraged to inform its CenturyLink sales representative or the data center manager so that CenturyLink may inform such carrier of potential demand for carrier's services which may lead to a CenturyLink agreement with such carrier to establish a presence at the data center.

**7.** This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the CenturyLink Premises and any CenturyLink Equipment in accordance with the Agreement and agrees that this Service Schedule, to the extent it involves the use of space leased by CenturyLink, shall be subordinate to any lease between CenturyLink and its landlord(s). Customer hereby waives and releases any claims that it may have against the landlord(s) under any lease by CenturyLink with respect to any Customer Equipment or property located in the CenturyLink Premises demised to CenturyLink by such landlord(s). If the CenturyLink Premises becomes the subject of a taking by eminent domain by any authority having such power, CenturyLink shall have the right to terminate any or all of the affected Services without liability; provided, however, that CenturyLink will use commercially reasonable efforts to move Customer to another, comparable CenturyLink Premises prior to exercising such termination right. CenturyLink shall have the right to terminate any or all of the Services without liability of any kind on the earlier of (i) the expiration of or earlier termination of CenturyLink's underlying lease for the



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CenturyLink Premises, or (ii) expiration or earlier termination of this Service Schedule. The parties agree that any renewal of the Services shall be contingent on the election by CenturyLink, in its sole discretion, to continue to own or lease the CenturyLink Premises.

**8. Insurance.** As a condition to providing Customer with physical access to the data centers and/or the placement of Customer Equipment within the data center, Customer will at all times during the term of this Agreement, and at its own cost and expense, carry and maintain the following insurance coverage with insurers having a minimum "Best's" rating of A VII (A-7), provided however, if local and/or regional laws stipulate higher values than those defined herein, then Customer must comply with the applicable higher value as required by law:

**(a)** "All Risk" Property insurance covering all Customer Equipment located in the CenturyLink Premises in an amount not less than its full replacement cost;

**(b)** Commercial General Liability insurance covering claims for bodily injury, death, personal injury, or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the data center by Customer, including coverage for premises-operation, products/completed operations, and contractual liability with respect to the liability assumed by Customer hereunder. The limits of insurance will not be less than: (i) Each Occurrence - \$2,000,000, or local currency equivalent; (ii) General Aggregate - \$4,000,000, or local currency equivalent; (iii) Products/Completed Operations - \$2,000,000, or local currency equivalent; and (iv) Personal & Advertising Injury - \$2,000,000, or local currency equivalent;

**(c)** In the US, Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee entering onto the CenturyLink Premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident; and internationally, Employers' Liability insurance with limits of not less than \$1,000,000 USD, or local currency equivalent; and

**(d)** In the US, Comprehensive Automobile Liability insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage; and internationally, Automobile Liability Insurance as required by law, covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement.

The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. If applicable, Customer will require its subcontractors and agents to maintain the same insurance. Upon written request from CenturyLink, Customer will forward to CenturyLink certificate(s) of such insurance. The certificate(s) will provide that: (e) CenturyLink (and its participating affiliates) be named as additional insured as their interest may appear with respect to this Agreement; and (f) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by CenturyLink.

**9. Marketing.** Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that (i) CenturyLink has the right to use Customer's name, trademarks, or other proprietary identifying symbol for its marketing communication activities and (ii) CenturyLink may issue a mutually acceptable press release (approval of which shall not be unreasonably withheld) announcing Customer's selection or expansion with CenturyLink as its provider of colocation services

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**CENTURYLINK TS SERVICE SCHEDULE #2: HOSTING SERVICES**

1. If a particular Service does not require "installation", the BCD will be the date on which CenturyLink begins providing such Service.

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**CENTURYLINK TS SERVICE SCHEDULE #3: CENTURYLINK TS NETWORK SERVICES**

**1. CenturyLink Equipment.** If any CenturyLink Equipment will be located at a Customer premises or other non-CenturyLink location or facility ("Customer Site"), Customer agrees: (a) that it has and shall maintain all rights, authorizations and consents necessary to enable CenturyLink to install, operate and maintain the CenturyLink Equipment and Services at the Customer Sites; (b) that it shall, at its expense, provide secure, suitable space and environmental conditions, including power supply, at the Customer Sites as necessary for the installation, operation and maintenance of the CenturyLink Equipment and Service; (c) that it shall not, and shall not permit others to, move, configure, tamper with, modify, restrict access to, or attempt to repair the Services, CenturyLink Equipment or network or interfere with the maintenance thereof; (d) that it bears the entire risk of loss, theft, destruction, or damage to the CenturyLink Equipment at Customer Sites, not otherwise caused by the negligent acts of CenturyLink.

**2. Local Access.** If local access is ordered in connection with the Service, CenturyLink will order and administer such local access on Customer's behalf from the local access provider of CenturyLink's choice. CenturyLink reserves the right to change the local access provider in its sole and reasonable discretion. If Customer acquires its own local access for use with the Service, Customer is solely responsible for coordination of all such local access and for any costs (including early termination fees) associated with such local access.

Local access will extend to the termination point of the local loop at the applicable Service Address ("Termination Point") but will not include Customer Equipment, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink at a Service Address. Any additional provisions required to connect the Termination Point to the Demarcation Point are the sole responsibility of Customer.

Customer is responsible for any Construction Charges and Extended Wiring Charges, as defined below.

**3. Definitions.**

"Construction Charges" means costs and other expenses that CenturyLink may incur in constructing facilities to extend Service to a Demarcation Point not covered by Extended Wiring, or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service).

"Demarcation Point" means the physical interface between the Service and Customer's telecommunications equipment.

"Extended Wiring" means additional wiring required to be installed at a Service Address where Customer requests a Demarcation Point beyond the existing Termination Point of the local loop at the Service Address.

"Extended Wiring Charges" means costs and other expenses that CenturyLink may incur in connection with Extended Wiring.

"Service Address" means the building where Customer receives the Service.

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**CENTURYLINK TS SERVICE SCHEDULE #4: SECURITY SERVICES**

1. Customer acknowledges that the Services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Each Service is subject to limitations in its scope or performance, as may be more fully set forth in the applicable SG. Security services already provided by CenturyLink under separate terms and conditions are governed solely by those terms and conditions.
2. Customer should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security.
3. Non-standard installations (as identified by CenturyLink in its reasonable opinion), may require extended provisioning intervals and/or additional costs.
4. Customer shall submit a sufficiently detailed description of any test plan to CenturyLink in advance. The test plan must adhere to any applicable testing standards or procedures provided by CenturyLink. CenturyLink may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. CenturyLink will not respond to any security-related alarms during a scheduled testing period. CenturyLink will have no responsibility whatsoever for any loss or outages during a Customer test, including any otherwise available service credits. Customer agrees that neither it nor its agents will engage in any destructive or otherwise harmful testing.
5. Customer represents that Customer is not (a) located in, under the control of, or a national or resident of any country or territory to which export is prohibited under the laws of any country in which CenturyLink operates, or (b) on the U.S. Treasury Department List of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

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**CENTURYLINK TS SERVICE SCHEDULE #5: CENTURYLINK TS PROFESSIONAL SERVICES**

1. Professional services purchased hereunder shall be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference. This Service Schedule applies solely to professional services to be performed by CenturyLink TS; all other professional services provided by other CenturyLink affiliates are available under separate terms and conditions.
2. The termination of any professional services will not affect Customer's obligations to pay for other Services. If Customer terminates all or part of a SOW prior to its BCD, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by CenturyLink. If a SOW or a part thereof is terminated either by CenturyLink for cause or by Customer for any reason other than cause after the BCD but prior to completion of the Professional Services under such SOW, then Customer shall be liable for: (a) an early termination charge equal to 50% of the NRC and MRC for any Tasks, as defined in the SOW, not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges).
3. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the term of a SOW. "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, report formats, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the term of a SOW.
4. Except for the rights expressly granted in this Service Schedule, nothing herein or in any SOW shall transfer to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. Notwithstanding anything to the contrary herein, CenturyLink will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CenturyLink.
5. Effective at the time CenturyLink receives full and final payment for a Deliverable (as defined in the applicable SOW), CenturyLink: (a) assigns to Customer all right, title and interest CenturyLink may possess, including all intellectual property rights, in such Deliverable provided by CenturyLink to Customer pursuant to the applicable SOW, excluding any CenturyLink Technology; and (b) grants to Customer a non-exclusive, non-transferable, royalty free license to use the CenturyLink Technology incorporated into the Deliverable solely and exclusively as incorporated into and made part of the Deliverable as a whole. To the extent Customer, its employees or contractors participate in the creation of CenturyLink Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to CenturyLink all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to comply with this section. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

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**CENTURYLINK TS SERVICE SCHEDULE #6: DIGITAL CONTENT SERVICES**

1. Customer will pay all applicable charges set forth in the relevant Service Order.
2. If local access is ordered in connection with the Service, CenturyLink will order and administer such local access on Customer's behalf from the local access provider of CenturyLink's choice. CenturyLink reserves the right to change the local access provider in its sole and reasonable discretion. If Customer acquires its own local access for use with the Service, Customer is solely responsible for coordination of all such local access and for any costs (including early termination fees) associated with such local access.
3. Customer represents and warrants that any data it transmits using the Service will comply with all applicable law and that it has and will maintain all necessary rights and authorizations associated with such data. Customer shall be solely responsible for any network connectivity used in connection with a Service which is not provided by CenturyLink. Customer will retain a security copy of any data transmitted, accessed, or stored via a Service until confirmation that the intended recipient received the data or that the data was successfully transmitted and stored. If the Service includes the scheduled deletion or expunging of data or files after a period of time set forth in the applicable SG, Customer hereby releases CenturyLink from any liability for such deletion or expunging of data. If CenturyLink provides Customer with access to an online administrative tool or portal in connection with the Service, Customer agrees to use such tool solely as necessary to administer the Service.

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**CENTURYLINK TS SERVICE SCHEDULE #7: VIRTUAL PRIVATE DATA CENTER ("VPDC") AND CLOUD DATA CENTER ("CDC") SERVICES**

The parties agree that solely with respect to the VPDC or CDC Services (hereafter "Services") the terms in this Service Schedule #7 shall supplement the terms set forth elsewhere in the Agreement and in the event of a direct conflict with such terms, these VPDC terms shall govern with respect to the Services.

- 1. Service Order.** "Service Order" for purposes of this Service Schedule #7 means either: a service order request submitted on a form issued by CenturyLink and signed by Customer or the online order that Customer submits to CenturyLink via the CenturyLink portal that includes the type and details of the specific Services ordered by Customer.
- 2. Portal.** Customer may access the Services via the online CenturyLink portal or via a CenturyLink-provided Application Programming Interface ("API"). CenturyLink may modify its portal or APIs at any time, or may transition to new API's. Customer's use of the portal and any API Customer downloads from a CenturyLink Web site are governed by this Agreement or any license terms that may be included with the download.
- 3. Term.** Unless otherwise agreed by the parties, individual Services will not have designated term periods. The BCD for a Service under this Service Schedule #7 is the earlier of when the initial provisioning or activation is complete or upon Customer's first use of the Service. The Service is not subject to pre-installation cancellation fees.
- 4. Termination.** Customer may terminate any individual Service Order that is not subject to a minimum term commitment for any reason without liability for early termination charges. Customer must follow CenturyLink's termination procedures made available in the CenturyLink portal when terminating a Service. CenturyLink may modify a Service on 90 days' prior written notice to Customer.
- 5. Charges.** CenturyLink may change the applicable charges at any time on prior written notice, including posting to the CenturyLink portal.
- 6. Security.** Given that Customer can self-provision and self-configure the Services and Customer's environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner.
- 7. Authorization.** Customer agrees that: (i) it will provide accurate and complete information as requested by CenturyLink in connection with its registration for the Services; and (ii) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorized to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account.
- 8. Third Party Software.** Customer represents and warrants that it will not use, and will not authorize any third party to use, any software with the Services, including without limitation the CenturyLink APIs, in any manner that may require, pursuant to any applicable license, that any CenturyLink Services, components thereof, or other intellectual property of CenturyLink or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. Additionally, Customer agrees to comply with the terms of any applicable third party software license used in connection with the Service to the extent such terms are made available to Customer by CenturyLink.
- 9. Marketing.** Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that CenturyLink has the right, with prior written approval from Customer, to use Customer's name, trademarks, or other proprietary identifying symbol in any medium for its marketing and publicity activities.
- 10. SLA Attachment.** The SLA Attachment, as defined in the Agreement, applicable to the Service is available at <http://www.centurylinktechnology.com/sla>.

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**CENTURYLINK TS SERVICE SCHEDULE #8: CENTURYLINK CLOUD SERVICES**

The parties acknowledge and agree that all Services provided pursuant to this Service Schedule are provided by CenturyLink through CenturyLink TS' affiliate, Tier 3, Inc. The parties agree that solely with respect to the CenturyLink Cloud Services (hereafter "Cloud Services" or "Services") the following terms shall supplement the terms set forth elsewhere in the Agreement (including this Service Schedule) and in the event of a direct conflict with such terms, these Cloud terms shall govern with respect to the Services.

- 1. Service Order.** "Service Order" means either: a service order request submitted on a form issued by CenturyLink and signed by Customer or the online order that Customer submits to CenturyLink via the client management section of the Web site located at <https://control.centurylinkcloud.com/> ("Control portal") that includes the type and details of the specific Services ordered by Customer.
- 2. Portal.** Customer may access the Services via the online Control portal or via a CenturyLink-provided Application Programming Interface ("API"). CenturyLink may modify its portal or APIs at any time, or may transition to new API's. Customer's use of the portal and any API Customer downloads from a CenturyLink Web site are governed by this Agreement or any license terms that may be included with the download.
- 3. Term.** Unless otherwise agreed by the parties, individual Services will not have designated term periods.
- 4. Billing Commencement Date.** Notwithstanding anything to the contrary, (i) the BCD for recurring Cloud Services is the date in which CenturyLink delivers the Services; and (ii) the BCD for usage based Services is the time/date Services are activated. No Acceptance Period shall apply to Cloud Services. Fees are due and payable on the date that Customer places its order for such Services. Payment obligations are non-cancelable and fees paid are non-refundable.
- 5. Termination.** Customer may terminate any individual Service Order that is not subject to a minimum term commitment for any reason or no reason at all without liability for early termination charges. Customer must follow CenturyLink's termination procedures made available in the Control portal.
- 6. Service Level Agreement.** CenturyLink may modify any particular composition of the Service (including the SLA) from time to time upon notice to all customers by posting on the applicable Web site so long as they are changes that affect all customers collectively and not Customer alone.
- 7. Charges.** Fees for any new Service or new Service feature will be effective upon posting to the Control portal. If CenturyLink proposes to increase fees for any existing Service, CenturyLink shall provide notice of such increase not less than 60 days prior to the end of the then-current term.
- 8. Security.** Given that Customer can self-provision and self-configure the Services and Customer's environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner.
- 9. Authorization.** Customer agrees that: (i) it will provide accurate and complete information as requested by CenturyLink in connection with its

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registration for the Services; and (ii) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorized to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account.

**10. Third Party Software.** Customer represents and warrants that it will not use, and will not authorize any third party to use, any software with the Services, including without limitation the CenturyLink APIs, in any manner that may require, pursuant to any applicable license, that any CenturyLink Services, components thereof, or other intellectual property of CenturyLink or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. Additionally, Customer agrees to comply with the terms of any applicable third party software license used in connection with the Service to the extent such terms are made available to Customer by CenturyLink.

**11. Marketing.** Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that CenturyLink has the right, with prior written approval from Customer, to use Customer's name, trademarks, or other proprietary identifying symbol in any medium for its marketing and publicity activities.

**12. Terms of Use and SLA Attachment.** Customer's use of Services hereunder is subject to acceptance by Customer of the terms of acceptable use available at <http://www.centurylinkcloud.com/legal/aup>. This policy may be updated from time to time by CenturyLink upon notice to all customers by posting on the applicable Web site. In addition, the SLA Attachment, as defined in the Agreement, applicable to the Service is available at <http://www.centurylinkcloud.com/legal/sla>.

**U. CenturyLink® Hosted VoIP and CenturyLink IQ® SIP Trunk (Broadsoft Platform).**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide CenturyLink Hosted VoIP ("Hosted VoIP") and CenturyLink IQ SIP Trunk ("SIP Trunk") (collectively, "Service") under the terms of the Agreement and these CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk Service-specific provisions ("HV/SIP Provisions").

"Administrator Portal" enables the Customer administrator to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

"Alien TN" means a telephone number that has not been ported to Service or has not been assigned by CenturyLink. Alien TNs are currently only permitted with SIP Trunk.

"ANI" means automatic number identification.

"Approved Connectivity" means a new or existing CenturyLink IQ® Networking port or Data Bundle Solution provided by CenturyLink QCC, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink QCC. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

"Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the "Customer-Owned CPE" section of HV/SIP Provisions will apply.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"Enterprise Trunk" means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.

"EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.

"Initial Term" is only applicable to a la carte Hosted VoIP and, if applicable, is shown on the Summary Page.

"IP" means Internet Protocol.

"IP Device" means IP-enabled station sets, expansion modules and handsets approved by CenturyLink for use with the Service.

"ISS" means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf) and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

"MATR" means minimum average time requirement.

"Minimum Service Term" is six months from the Start of Service Date.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network.

"Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Rate Sheet" means: (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>; and (b) for SIP Trunk the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, and MACD charges. The Rate Sheets are incorporated herein by reference.

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“Renewal Term” means renewal periods equal to the Initial Term that commence once the Initial Term is complete.

“Router” means a router or router/switch approved by CenturyLink for use with the Service.

“RSS” means the International Rates and Services Schedule which can be found at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) and which is subject to change. The RSS contains provisions relating to international toll free service.

“Session” means a single unit of simultaneous call capacity.

“SIP” means Session Initiation Protocol.

“SIP Trunk Diversion Header” means a header used to support PSTN redirecting services such as Call Forwarding.

“SLAs” means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

“Soft Phone” means software for an IP-enabled device that allows Customer’s End Users to use the Service to make and receive calls on that device.

“Start of Service Date” means the date CenturyLink notifies Customer that the Service is provisioned and ready for use.

“Term” means Initial Term and each Renewal Term.

“Trunk Group” means a group of Sessions used for local or usage-based voice services.

## **2. Service.**

**2.1 Description.** Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the “Hosted VoIP” sub-section. Features and options available only with SIP Trunk are listed in the “SIP Trunk” sub-section. Features and options available with both Services are listed in the “Common Features” sub-section. Each Hosted VoIP and SIP Trunk seat includes one TN.

**(a) Hosted VoIP.** Hosted VoIP is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Hosted VoIP on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP Seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for Router rental and maintenance. Subject to Approved Connectivity and Approved CPE limits, Customer may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

**(i) Hosted VoIP Basic Seats.** Basic Seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific End User. Basic Seats include: the ability to make On-Net and Off-Net Calls, an End User Portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependant on IP handset model or Soft Phone software. Basic Seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink Sales Representative. The End User Portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Customer administrator functionality, including the ability to set up End Users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

**(ii) Hosted VoIP Standard Seats.** Standard Seats are designed to address a company’s standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard Seats include the features listed for Basic Seats above, plus a standard feature package and voicemail.

**(iii) Hosted VoIP Conference Room Seats.** Conference Room seats have the same features as a Standard Seat, and are tailored for the purpose of attaching a Conference Room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference Room Seats do not include voice mail.

**(iv) Hosted VoIP Premium Seats.** Premium Seats are designed to fit the needs of the majority of a company’s professional employees. Premium Seats provide End Users with advanced IP phone features as well as premium phone and soft client access. Premium Seats include the features listed for Basic and Standard Seats above, plus an advanced feature package and Microsoft® Outlook® integration.

**(v) Hosted VoIP Receptionist Seats.** Receptionist Seats have the same features as a Premium Seat, and are intended for use by Customer End Users who handle multiple calls and redirect those calls to other Customer End Users within their business group. Receptionist Seats may either use IP Phones with up to three side car modules to expand the call appearance capacity, or a Receptionist Web Console. Additional charges apply for side car modules and the Receptionist Web Console. The Receptionist Web Console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The Receptionist Web Console graphically displays End Users’ status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the Receptionist Web Console.

**(vi) Hosted VoIP Admin Seats.** Admin seats are intended for use by Customer End Users who handle multiple calls and redirect those calls to other Customer End Users within their business group. Admin seats may either use IP Phones with one side car module to expand the call appearance capacity, or a Receptionist Web Console. An additional charge applies for the Receptionist Web Console. The Receptionist Web Console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The Receptionist Web Console graphically displays End Users’ status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the Receptionist Web Console.

**(vii) Hosted VoIP Analog Seats.** An analog seat does not include a physical device (like a phone). This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Customer’s premise. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as Premium Seats, except for the associated physical device.

**(viii) Hosted VoIP Contact Center Basic Seats.** A Contact Center Basic Seat allows End Users to be assigned to a Contact Center group. The Contact Center (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to End Users within a Contact Center group when an End User becomes available. Each Contact Center group requires a dedicated telephone number (which is an Available TN) for inbound calls that is separate from each End User’s telephone number that is assigned to the Call Center Basic Seat. Contact Center Basic Seat seats include the same features as a Premium Seat.

**(b) SIP Trunk.** SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity. Customer must purchase Standard, Enterprise, or Basic Sessions with the Service. Features listed in this section (b) are only available with SIP Trunk.

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**(i) Basic SIP Trunk Sessions.** Basic SIP Trunk Sessions include the ability to make On-Net and Off-Net calls and terminate toll free calls, access to the End User portal and Administrator Portal, Session pooling, and failover. All long distance and toll free calls delivered over this Session type are metered and are not eligible for the waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

**(ii) Standard SIP Trunk Sessions.** Standard SIP Trunk Sessions include the features included in Basic SIP Trunk Sessions plus call logs, third party voice mail support, intercept user, phone status monitoring, and other features. Standard SIP Trunk Sessions support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

**(iii) Enterprise SIP Trunk Sessions.** Enterprise SIP Trunk Sessions include features included in Standard SIP Trunk Sessions plus Enterprise Trunking and homing to geo diverse session border controllers. Enterprise SIP Trunk Sessions also support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

**(iv) Optional SIP Trunk Features.** The optional features listed in this section are available only with SIP Trunk.

**(1) SIP Trunk Basic Seats.** SIP Trunk Basic Seats are designed for use with Basic SIP Trunk Sessions only. All calls made from SIP Trunk Basic seats are metered.

**(2) SIP Trunk Standard Seats.** SIP Trunk Standard Seats are for use with Standard SIP Trunk Sessions and Enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. SIP Trunk Standard Seats include a standard feature package.

**(3) SIP Trunk Premium Seats.** SIP Trunk Premium Seats are for use with any type of SIP Trunk Session. SIP Trunk Premium Seats are designed to fit the needs of the majority of a company's professional employees. They provide End Users with advanced IP phone features as well as Anywhere and MobileLink access.

**(4) SIP Trunk Mobility Seats.** SIP Trunk Mobility Seats are for use with any type of SIP Trunk Session. A SIP Trunk Mobility Seat includes standard SIP Trunk features, Anywhere and MobileLink.

**(5) Enhanced 911 Service.** 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual End User location. Customer may purchase optional Enhanced 911 Service for an additional charge. Enhanced 911 Service provides Customer the option to have an E911 service address per TN that is different than a main business TN.

**(6) SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

**(c) Common Features.** Customer may purchase the following optional services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the End User and does not depend on the End User's physical location.

**(i) Hunt Groups.** An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.

**(ii) Auto Attendant. An additional MRC and NRC apply for each auto attendant.**

**(iii) Voice Mail Only Seats.** Customer may purchase optional voice mail only seats at the MRC shown in the applicable Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.

**(iv) Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as Hosted VoIP or SIP Trunk Premium Seats, except for the associated physical device.

**(v) Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.

**(vi) Anywhere TNs.** Customer can order optional Anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk Premium Seats and with SIP Trunk Mobility Seats. An additional MRC and NRC apply for each Anywhere TN.

**(vii) Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in theMRCs for all seat types except Voice Mail Only seats.

**(viii) Off-Net Calls.** Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section in the applicable Rate Sheet (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates for service provided under the Domestic and International Voice Service-specific section of the Agreement, those negotiated rates will apply to SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer. Regardless of where Off-Net pricing for long distance is located, the terms and conditions of these HV/SIP Provisions will continue to apply to long distance used with Service. Additional per minute charges apply to each Off-Net Call leg of a conference call.

**(ix) Toll-Free.** Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in these HV/SIP Provisions that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the LD/TF Offer. CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates under the Domestic and International Voice Service-specific section of the Agreement, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer. Regardless of where toll free pricing is located, the terms and conditions of these HV/SIP Provisions will continue to apply to toll free used with the Service.

**(x) Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: [http://www.centurylink.com/tariffs/fcc\\_clc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf).

**(xi) Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.

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- (xii) **Directory Assistance.** A flat per call charge applies to directory assistance.
- (xiii) **Receptionist Web Console.** Receptionist Web Console is a Web-based application that provides receptionist console capabilities for the Service on a Customer PC. An additional MRC applies for each Receptionist Web Console.
- (xiv) **Desktop/Mobile Soft Phones.** Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Charges for available Soft Phones are shown in the applicable Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with Standard or Premium Seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with Premium or Mobility Seats.
- (xv) **PAC/VPAC.** PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End Users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

**2.2. Service Conditions.** The following conditions apply to the Service:

- (a) **Site Conditions.** Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate the Service without liability for any Cancellation Charge.
- (b) **Access.** Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (where Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (where installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.
- (c) **Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and these HV/SIP Provisions.
- (i) **Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into these HV/SIP Provisions by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.
- (ii) **Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.
- (iii) **Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.
- (iv) **International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.
- (d) **Approved Connectivity and CPE.** The Service may only be used with Approved Connectivity and Approved CPE. Except for IP handsets, which are included with Hosted VoIP Service, Customer must purchase Approved Connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.
- (e) **Queuing Method.** Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.
- (f) **Customer-Owned CPE.** Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. All Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases

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separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

**(g) Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**(h) Unsupported Calls.** The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. The Services do not support remote bridged line appearances ("Remote BLAs") or remote shared call appearances ("Remote SCAs"). Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP Devices used with the Services. If a Remote BLA or Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA or Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.

**(i) Area of use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

**(j) Use of Service at a Temporary Location.** This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Customer purchases the 911 Emergency Service optional feature with SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined below) at the time the request is accepted via the *My 911 Location* page of the portal. The "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). **Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move. In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**(k) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

**(l) Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and these HV Provisions. Customer is responsible for unauthorized use of the Service.

**(m) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.

**(n) Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.



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**(o) Telephone Numbers.** Customer must provision at least one TN for use with Service. The TNs may be new TNs or ported TNs. If Customer requests ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from Customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**(p) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

**(q) Local Origination.** Customer agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

**(r) Sending Alien TNs Over CenturyLink's Network (for SIP Trunk only).** CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for transmission over SIP Trunk only. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating.

**(s) End User License Agreements.** To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in these HV/SIP Provisions and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in these HV/SIP Provisions and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is: <http://www.centurylink.com/legal/HV/SIP/911advisory.pdf>. That URL is also found on the Help screen in the End User portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

**(t) Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

**2.3 SLA.** Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/sla.html>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Routers, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

### 3. 911 Emergency Service.



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**Please be aware of the important differences in calling 911 using Service identified below and in the Agreement you signed. You must initial the 911 Emergency Service Acknowledgement ("911 Acknowledgment"), and thereby acknowledge that you received and understood the "911 emergency service" advisory regarding circumstances under which 911 service may not be available through the Service or may be limited by comparison to traditional e911 service. You represent and warrant that the individual initialing the 911 Acknowledgment may act on your behalf. Failure to initial the 911 Acknowledgment will result in non-provision, suspension or termination of Service.**

**3.1 Additional Warnings.** Please carefully review the 911 Emergency Services warnings in the Agreement you signed. In addition to those warnings, the following additional terms and conditions apply to 911 emergency service provided with Service.

**(a) Using 911 with Service.** When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. **For Hosted VoIP:** The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency. **For SIP Trunk:** Unless Customer has purchased the 911 Emergency Service optional feature with SIP Trunk, the PSAP to which the call is directed will be based on the street address for the PPU where SIP Trunk is installed. The number delivered to the PSAP with the 911 call will have the TN for the PPU where SIP Trunk is installed and the address associated with that number. The number delivered to the PSAP may be different from the number from which an End User is calling 911 based on the options Customer has selected for its PBX and/or IAD, and the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the End User back if the call is not completed or is disconnected, and locate the End User and assist with the emergency. If Customer orders the 911 Emergency Service optional feature with SIP Trunk, the "For Hosted VoIP" provisions of this section will apply in lieu of the "For SIP Trunk" provisions of this section.

**(b) No Privacy Rights.** You acknowledge that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by you or your End Users.

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**(c) Customer Must Notify End users of 911 Limits.** *You will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the installed location and is not available using an IP-enabled mobile device. Please direct your End Users to the 911 advisory located at <http://www.centurylink.com/legal/HVIQSIP911advisory.pdf> for further details. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Service. Additionally, when you or your End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. You should direct its End Users to the 911 advisory URL listed above to review these 911 Emergency Service limitations.*

**(d) Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**(e) Use of SIP Trunk Diversion Headers on 911 Calls (for SIP Trunk only).** *Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.*

**(f) 911 Calls from Alien TNs (for SIP Trunk only).** *When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs.*

**4. Term; Cancellation.** These HV Provisions will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if these HV Provisions are added to the Agreement after its Effective Date) and continue for the duration of the Term. Service at a Customer location will commence on the Start of Service Date for that location, and continue for the Initial Term shown on the Summary Page or quote, if applicable. The State of Service Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Start of Service Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Customer's Hosted VoIP and SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Customer's Hosted VoIP and SIP Trunk installed the immediately preceding month, Customer will also pay to CenturyLink a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for the canceled Service if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term other than during the Minimum Service Term.

**5. Charges.** Charges for the Service are as set forth on the Summary Page, the valid signed CenturyLink issued quote, if available, and on the applicable Rate Sheet. If the Summary Page or the CenturyLink issued quote does not include pricing for new Service elements added to Service after the Agreement or Amendment Effective Date, the parties will either sign an amendment or a new quote for new Customer locations, or Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the applicable Rate Sheet or in a separate document posted on-line and referenced in the applicable Rate Sheet. If Customer's Agreement includes a Revenue Commitment, the MRCs and usage charges will be used to calculate Contributory Charges. NRCs And waived MRCs are not contributory. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the Web site(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). CenturyLink may modify or discontinue other Service pricing after the Initial Term for Service at a Customer location is completed. Upgrades and purchases of additional Service after the initial order(s) may be subject to then-current Service pricing.

**6. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

**7. Service Upgrades/MACDs.** CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

**(a) Addition of Hosted VoIP or SIP Trunk Seats or SIP Trunk Sessions During Term.** Customer may add additional Hosted VoIP seats or SIP Trunk seats or Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session/seat rates shown in the applicable pricing table on the Summary Page or applicable Rate Sheet will apply. If Customer adds more seats and/or Sessions per site than can be accommodated by the CPE used with the Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats and/or Sessions. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk Session and seat will have its own Minimum Service Term commencing on the Start of Service Date for the seat or Session. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk seats and Sessions added during the Term.

**(b) MACDs.** "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

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**(c) Routers.** If necessary, Customer's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Customer's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Customer must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

**8. Rental CPE.**

**(a) General.** CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the General Terms Applicable to All Services section of the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

**(b) Eligibility.** In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

**(c) Delivery; Return.** Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

**(d) Ownership and Use.** Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

**(e) Software License.** Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**(f) Insurance.** At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

**(g) Charges.** The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

**(h) CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

**(i) Term.** CPE and Service ordered during a Term will commence on the Start of Service Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term

**(j) Safety Compliance.** Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances.

**(k) Routers.** Router rental and maintenance terms and conditions under these HV/SIP Provisions apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown on the Summary Page or in a Rental CPE Rate Attachment. The Routers vary depending on the port speed and number of seats Customer orders for a location.

**(l) Maintenance and Configuration Changes.** CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for Pro-MET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for Pro-MET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

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**(m) Spare IP Devices.** If Customer wishes to rent spare IP handsets or other IP Devices, additional MRCs and NRCs for those items are not included in the MRCs or NRCs shown on the Summary Page, but are shown in a separate Rental CPE Rate Attachment.

**(n) Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

**V. Network-Based Security.**

**1. General; Definitions.** Capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink QCC will provide one Network-Based Security ("NBS" or "Service") under the terms of the Agreement and these NBS Detailed Terms and Conditions.

**2. Service.** NBS is a CenturyLink security service that manages and monitors traffic between the Internet and Customer's separately purchased CenturyLink IQ® Network Private Port network. CenturyLink will provide Service from a domestic CenturyLink network facility, such as a POP or data center, which is determined by CenturyLink and is subject to relocation. Security features associated with NBS are implemented within CenturyLink's network. Customer may choose among various categories of security types, support levels, and security bandwidths. Service also includes a Web portal that is designed to assist Customer with certain self management and reporting functions. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**2.1 Security Features.** The NBS security features are described below.

**(a) Firewall.** The managed firewall feature includes a set of related functions designed to allow or deny certain hosts or networks to communicate to each other, based on Customer's security policy. The managed firewall feature includes a network-based firewall instance, installation, configuration support, logging, reporting, and 24x7 monitoring of the firewall infrastructure.

**(b) VPN.**

**(i)** The virtual private network ("VPN") feature uses a variety of specialized protocols to support private encrypted communications through the Internet from a Customer location to the NBS platform. Customer is responsible for the provision and management of the equipment at its location that connects to the NBS platform and of the encrypted tunnel between the Customer-provided equipment and the NBS platform. Customer's use of CenturyLink technical support in connection with the VPN feature is limited to CenturyLink facilitating the encrypted connection between Customer equipment and the NBS platform.

**(ii)** If Customer or its End Users use remote access SSL VPN to access the NBS platform, Customer is responsible for procuring, installing and testing client VPN software on Customer's End User computers. A SSL VPN (Secure Sockets Layer virtual private network) is a form of VPN that can be used with a standard Web browser. The traffic between the Web browser and the SSL VPN device is encrypted with the SSL protocol. CenturyLink will configure user credentials for use with the Service to enable End User access to the NBS platform. There is a 20 End User limit if the End Users are provisioned directly on the NBS platform. For deployments exceeding 20 End Users, Customer must provide an authentication server, with the maximum number of End Users subject to CenturyLink's approval. Customer is responsible for the management (e.g., adding or deleting End Users) and security of the authentication server.

**(iii)** The parties will provide each other with necessary configuration information required for Customer to establish the VPN connection.

**(c) Windows Active Directory (AD) Integration for Single Sign-On.** The Windows AD Integration feature provides single sign-on capabilities to users with the help of agent software. The agent software sends information about user logins to the NBS platform. With user information such as IP address and user group membership, security policies can allow authenticated network access to users who belong to the appropriate user groups without requesting their credentials again. In addition to single sign-on, AD integration is beneficial as NBS reports provide better detail with regards to user and group information.

**(d) Intrusion Detection and Prevention.**

**(i)** The network intrusion detection and prevention features of the Service ("IDS/IPS") monitor Customer's network traffic on 24x7 basis for a list of attack and misuse signatures according to a pre-defined security policy specific to Customer's network environment. The policy may have an option to block and report on misused traffic.

**(ii)** The security policy is submitted by Customer to CenturyLink on a standard CenturyLink template and is subject to CenturyLink's approval. The security policy categorizes intrusion Events as either "low priority level," "medium priority level," or "high priority level." An "Event" means any security occurrence detected and reported by the IDS/IPS feature. An Event does not necessarily constitute an actual security incident. CenturyLink may update the security policy from time-to-time in order to address industry-wide changes in security needs. Customer may view the Event detail (including timestamp, attack type) on the NBS Web portal. Such reports contain information relating to low, medium, and high priority Events, including the time of the Event, the Event name, and a summary of attack statistics. Low, medium, and high priority Events are described below:

- **Low Priority.** A low priority Event identifies activity on a network that is not necessarily suspicious or malicious in nature, but may indicate a need for a more secure means of network implementation. An example of a low priority Event includes poor security practices.
- **Medium Priority.** A medium priority Event identifies activity that is suspicious in nature and may warrant investigation. An example of a medium priority Event includes network reconnaissance by an unknown source.
- **High Priority.** A high priority Event identifies activity that is potentially malicious in nature and requires immediate attention. An example of a high priority Event includes attempts to compromise Customer's network or attempts to gain privileged access to Customer's network.

**(iii)** CenturyLink will analyze high priority Events to determine if an Incident has occurred. An "Incident" means any single Event or collection of Events that have been determined by a CenturyLink IDS/IPS analyst reviewing the data to potentially be of security consequence. Incidents may include Events that are currently being investigated and actual attacks that may be in progress. If, upon investigation, an Event or series of Events is determined to be a high priority level Incident, CenturyLink will attempt to notify Customer via telephone or email (as agreed upon between parties) within fifteen minutes after such determination to consult with Customer to determine the most appropriate response to the Incident.

**(e) Content Filtering.** The content filtering feature is designed to block Web content based on Customer's policy settings. Customer is responsible for defining content filtering policies. Content Filtering events are detected, logged, and viewable by Customer on the NBS Web portal.

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**(f) DLP.** Data leak prevention (“DLP”) is a feature that is designed to detect, report and optionally block potential data leakage incidents by intercepting and inspecting traffic that is traversing between the Internet and Customer’s Private Port network. The DLP feature is able to block or allow End User traffic that matches pre-defined data patterns and is based on Customer’s rules and policies. DLP supports only certain protocols and file types.

**2.2 Security Types.** Service is available in three security types. Each security type contains a fixed set of NBS security features. The following table describes the NBS security features that are available for each security type.

<b>Security Type (D, E, or F)</b>	<b>Features that are included in the security type</b>
Next Generation Internet (D)	Firewall and VPN features
Content Filtering (E)	Firewall, VPN, Remote User SSL VPN, Windows AD Integration and Content Filtering features
Complete Security (F)	Firewall, VPN, Remote User SSL VPN, Windows AD Integration, Content Filtering, IDS/IPS and DLP features

**2.3 Support Levels.** Support levels apply to Customer’s security type, and not to each security feature. The following table describes each support level.

<b>Support Level</b>	<b>Description of support included with the applicable support level</b>
Standard (5)  Available only with Next Generation And Content Filtering	-CenturyLink-managed review of high priority Events -Policy change timeframe is 24 hours -Maintenance window for policy changes -One year log retention* -Co-management option is available <b>Security Type:</b> Next Generation Internet - 15 policy changes per 12-month period (beginning from the Start of Service Date) - Maximum of five site-to-site VPNs  <b>Security Type:</b> Content Filtering - 20 policy changes per 12-month period (beginning from the Start of Service Date) - Maximum of ten site-to-site VPNs
Unlimited (6)  Available only with Complete Security	-CenturyLink-managed review of high priority Events -Unlimited policy changes per month -Policy change timeframe is 8 hours -Two urgent policy changes per month -CenturyLink will respond within two hours after an urgent policy change request -Maintenance window for policy changes -One year log retention* -25 or more site-to-site VPNs, subject to CenturyLink’s approval & platform bandwidth limits

\* CenturyLink does not retain logs after the log retention period has been completed.

**2.4 Security Bandwidth.** The security bandwidth level that Customer selects will be the maximum throughput for Customer traffic passing between Customer’s CenturyLink IQ Network Private Port network and the Internet. CenturyLink may limit the maximum security bandwidth level available for purchase for a particular Service instance based on the security type, the security features, and the complexity of the policies selected.

**2.5 Web Portal.** Service includes access to a Web portal via Control Center that a Customer Administrator can access for information such as inventory, trouble ticketing, billing information and reports. CenturyLink will provide Customer up to three security tokens for access to the NBS Web portal. If Customer requests more than three security tokens, CenturyLink will provide the additional security tokens for an additional charge. Real-time logs are available for up to 30 days. Offline log retention periods are as specified in the Support Level table.

**2.6 Co-Management Option.** Customer may elect to co-manage the Service. CenturyLink will provide the designated Customer Administrators the ability to modify Service configurations via the Web portal. Change requests by CenturyLink will continue to be processed as per the applicable support level. Customer must notify CenturyLink of its intent to participate in the co-management option. The SLA does not apply if an SLA Goal is missed as a result of a Customer-initiated configuration.

**2.7 CenturyLink Responsibilities.**

- (a)** During deployment and initiation, CenturyLink will work with Customer to deploy new Service. CenturyLink will send Customer a welcome e-mail and conduct a kickoff call to introduce CenturyLink deployment specialists to Customer contacts and begin to assess Customer requirements.
- (b)** CenturyLink will gather detailed information for the initial setup of Service and associated Service features. Most of the questions will be technical in nature and help determine the layout of Customer’s network, including hosts on the network and desired security policies. A portion of the requested data will reflect Customer organization, and will include security contacts and escalation paths. Using the provided information, CenturyLink will work with Customer to understand the existing Customer environment and work with Customer to build a configuration and security policy used with NBS.
- (c)** CenturyLink will provide ongoing service support, policy management, and record retention of all changes in accordance with the applicable support level.
- (d)** CenturyLink will provide management of the NBS platform, system patches and upgrades, troubleshoot problems on the NBS platform.
- (e)** CenturyLink will perform service configuration and implementation remotely.

**2.8 Customer Responsibilities.** CenturyLink may not be able to provide the Service if Customer’s responsibilities are not met.

- (a)** During deployment, Customer will work with CenturyLink to deploy Service.
- (b)** Customer will provide CenturyLink with: (i) accurate and current contact information for Customer’s designated points of contact; (ii) a primary and a secondary Customer contact; and (iii) an escalation path through the organization in the event that CenturyLink must contact Customer.

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- (c) Customer will participate in a scheduled kickoff call to introduce team members, set expectations, and begin the assessment process.
- (d) Customer will be required to complete a form to provide detailed information about the network configuration and must work with CenturyLink in good faith to accurately assess Customer's network and environment.
- (e) Customer is required to provide hands on assistance for the purposes of troubleshooting and/or diagnosing technical difficulties.
- (f) On an annual basis, Customer agrees to work with CenturyLink to review configuration of the Service and identify required updates.
- (g) Customer is responsible for making agreed to changes to the network environment.
- (h) Customer is responsible for ensuring the desired network traffic and applicable segments are configured to route network traffic through the Service.
- (i) Customer must appropriately safeguard its login credentials to the Web portal, including not disclosing to any third party, and promptly notify CenturyLink if a compromise of credentials is suspected. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with NBS, or that use common network features, have appropriate security controls.
- (j) Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

**2.9 Administrative Access.** CenturyLink will exclusively maintain global administrative access to NBS platform at all times. CenturyLink maintains the root password for all security functions. All remote CenturyLink administration functions occur via an encrypted session. The Customer Administrator will only have administrative access to portions of Service relating to Customer's instance of Service. "Customer Administrator" means up to three designated Customer contacts that have relevant experience and expertise in Customer's network operations and the authority to access or modify content via the Web portal.

**2.10 Ongoing Management, Monitoring, and Reporting.** CenturyLink performs ongoing management, monitoring, and reporting. After NBS is installed on Customer's network, change requests are processed as set forth in the applicable support level that Customer has selected. Requests must be initiated by an approved Customer Administrator and will be submitted via the NBS Web portal or by calling the CenturyLink security operations center.

**2.11 Consent to Access and Use Customer Information.** Customer authorizes CenturyLink or its authorized vendor to access and use Customer's information associated with Customer's IP-network traffic (including content) from domestic locations and, if used, from international locations to provide NBS. Customer is responsible for complying with all laws and regulations in connection with its use of the Services, including, but not limited to: (a) with respect to personally identifiable information sent or received by Customer or its End Users, all privacy laws and regulations and (b) when traffic from an international location will sent to the NBS platform, advising End Users that their content or personal information is being transferred outside an international location and receiving any required consents.

**2.12 Data Compilation.** Customer consents to CenturyLink's use of deep packet inspection methods to collect, gather and compile security event log data to look at trends, real or potential threats, and in order to provide and improve Service. CenturyLink may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled or combined in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cybersecurity incidences. Customer specific data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain security event log data for as long as necessary or useful for its uses consistent with this Service section and with no obligation to provide to Customer beyond the retention periods outlined in the Support Levels section.

**2.13 Excluded Services.** CenturyLink is not responsible for any services, systems, software or equipment Customer uses with NBS. CenturyLink will not: (a) debug problems on, or configure any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers); and (b) act as an end-user help desk to Customer's employees or End Users. All communication regarding the NBS will be between CenturyLink and Customer's approved Customer Administrator only.

**3. Charges.** Customer must pay all applicable MRCs and NRCs set forth in the Summary Page or offer attachment. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). The rates set forth in the Summary Page or offer attachment will be used to calculate Contributory Charges. Taxes are based on the location of the CenturyLink network location from where NBS is provisioned. Customer understands that Service is provided from a CenturyLink-designated POP or data center in CenturyLink's network and in certain circumstances, CenturyLink may find it necessary to relocate Service to another POP or data center in a different network location. Customer acknowledges that as a result of a relocation to a new Service location, the tax portion of Customer's bill could change to reflect Taxes based on the new location from which CenturyLink provides Service.

**4. Term; Cancellation.** The term for each new NBS Service instance will begin on the Start of Service Date and will have the term specified on the Summary Page ("Service Term"). A Service instance means a Service combination that includes a security type, a support level and a security bandwidth. Customer may increase the security bandwidth, security type and/or support level of a Service instance at any time without restarting the Service Term. Customer may also decrease a Service instance's security bandwidth one time per 12-month period (as measured from the Start of Service Date) without restarting the Service Term. Upon expiration of the Service Term, Service will continue on a month-to-month basis unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under this section is canceled prior to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived and (b) an amount equal to 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation.

**5. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service: (a) Customer will nonetheless be liable for payment for all Services provided by CenturyLink. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Centurylink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer.



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**6. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

**7 SLA.** Service is subject to the Network-Based Security service level agreement ("SLA"), located at <http://www.centurylink.com/legal/>, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

**W. Managed Office.**

**1. General; Definitions.** CenturyLink QCC on behalf of itself and its Affiliates ("CenturyLink") will provide Managed Office Service ("Managed Office" or "Service") under the terms of the Agreement and these Managed Office Detailed Terms and Conditions. Capitalized terms not defined herein are defined in the Agreement.

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"Demarcation Point" is: (a) the physical interface between the CenturyLink domestic network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink domestic network to Customer's telecommunications equipment.

"Estimated Availability Date" means CenturyLink's target date for the delivery of that Service. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default.

"EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.

"Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC Services: Hosted VoIP, SIP Trunk, Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the public switched telephone network ("PSTN") or another carrier's IP network.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"Soft Phone" means software for an IP enabled device that allows Customer's End Users to use the Service to make and receive calls on the device.

"Start of Service Date" means the date Customer accepts the Service. Customer will have five days from CenturyLink's ready notification to test the Service. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the Service, Service will be considered to have been accepted, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of Service errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that Service is ready.

**2. Service.** Service bundles CenturyLink monitoring and network management with a package of specific business applications, transport, and customer premises equipment. Service includes: (a) network connections (a Local Access connection and a Port), (b) customer premises equipment (rental), (c) VoIP phone service, (d) office business applications, (e) a wireless access point, and (f) limited optional features. Customer must order Service on a per seat basis. Each Customer location has a minimum seat requirement (depending on bandwidth). Service includes Customer support that is available on a 24x7, 365 day basis. Managed Office does not include the provisioning of, or the management of, any service or component that is not specified as part of the Service. CenturyLink will not provide management of a handset if the handset is moved to a location other than the Customer location identified in the Summary Page. Service is subject to availability.

**2.1 Transport.** "Transport" means a Local Access connection and a CenturyLink IQ Networking Internet Port, Private Port, or Enhanced Port ("Port") to the CenturyLink network located within the contiguous U.S. states, Hawaii, and Alaska, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink. Internet Ports provide public Internet connectivity, Private Ports provide WAN connectivity between Customer sites, and Enhanced Ports provide the functionality of both an Internet Port and a Private Port. CenturyLink will, as part of the Service quoting process, identify for Customer whether its Local Access technology is IP Connection as described below. When purchasing IP Connection, Customer agrees that it will use the IP Connection attached to a CenturyLink IQ Networking Internet Port or Enhanced Port only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection is attached to a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (i) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") Service Exhibit or the service-specific terms section of the DT&C and use at least one NBS instance per CUG (closed user group) that includes that Private Port or (ii) use the Private Port in conjunction with an interconnected Internet Port or Enhanced Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so that each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted above. A Managed Office Private Port solution that uses a Local Access type other than IP Connection will also require NBS Service. "Local Access" provides the physical connection between the Service Address and the CenturyLink Domestic Network. The Local Access "Service Address" is the business building where Customer receives the Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Local Access includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink unless stated otherwise in the Summary Page. Customer is responsible for any additional terminations beyond the Demarcation Point. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled. Ancillary charges may apply. CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service. CenturyLink will consider the ancillary service request canceled upon Customer disapproval. Customer may experience delayed installation intervals due to construction requirements. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. Neither Customer nor any End Users will own or route IP addresses. Upon termination of Service, Customer's access to the IP addresses will cease. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service ("QoS"), Customer may experience call quality issues. In these instances,

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CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

**(a) Special Access.** "Special Access" is Local Access that uses digital signal bandwidths.

**(b) Ethernet Local Access ("ELA").** Available bandwidths may be limited due to distance and available facilities from the local access provider. ELA is available in the following options: Native Single-Class-of-Service (CoS) High and Native Single Cos Low. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port bandwidth.. "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e., voice), but is ideal for non-critical applications (i.e., Internet and email traffic.) At Customer's discretion, Native Single-CoS Low or Native Single-CoS High may be used to support CoS for critical applications (i.e. voice).

**(c) IP Connection.** "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Customer agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

**(d) CLPA.** "CenturyLink Provided Access" or "CLPA," means either On-Net Access or Leased Access.

**(i) On-Net Access.** "On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. "CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

**(ii) Leased Access.** "Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink.

**2.2 Network Management.** Network management includes 24x7x365 remote performance monitoring, reporting, and ticketing via an online portal for devices supported by CenturyLink, total customer agency, and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules, and Internet security protocol ("IPSec"). Customer may make change management requests via Control Center at <https://controlcenter.centurylink.com> or call Managed Office customer support. CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by network management reside. Customer must execute the attached Letter of Agency to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services. IPSec is only available on approved devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink pre-order approval. Network management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE.

**2.3 Approved CPE.** "Approved CPE" or "CPE" means pre-selected rental hardware/software/licenses listed on CenturyLink Approved Vendor CPE. This will include Customer premises switches and routers, and IP enabled devices (e.g. handsets) designated by CenturyLink and specifically configured for Managed Office.

**(a) Delivery and Return.** CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

**(b) Ownership and Use.** Except as provided in the "Delivery and Return" section above. CPE is the personal property of CenturyLink, its designee or a third party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest in the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

**(c) Software.** Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**(d) Insurance.** Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CPE, the following insurance: (a) "All-Risk" property insurance covering the CPE for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming



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CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

**(e) Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of these provisions. Unless otherwise stated herein, Approved CPE maintenance is provided under the Pro-MET<sup>®</sup> On-Site Premium Service, which is posted at <http://www.centurylink.com/legal/> and is incorporated by reference and made a part of these provisions. In some cases, CenturyLink may use repackaged CPE, or substitute CPE with another CPE device at CenturyLink's sole discretion. Such replacement will be recorded in CenturyLink's systems. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer must inform CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

**(f) CPE Replacement Charge.** If Approved CPE is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description, Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. These provisions will continue to apply. Replacement CPE may or may not be the same model.

**2.4 Wi-Fi.** CenturyLink will provide, proactively monitor, and repair one wireless access point (WAP) device per Customer location. Customer may request more WAPs for an additional charge.

**2.5 Approved Business Applications.** "Approved Business Applications" (or "ABA") are limited to the: (a) Messaging and Collaboration, and (b) Backup and Security components specified in the Summary Page or Quote Form. Customer specifically acknowledges and agrees that any business applications other than the Approved Business Applications are not covered under the Service. Customer understands and acknowledges that CenturyLink may make modifications to the Approved Business Applications from time to time, and hereby authorizes CenturyLink to manage the Approved Business Applications on an ongoing basis. Customer's continued use of ABA constitutes acceptance of those modifications. If a material modification significantly diminishes Customer's ability to use the Approved Business Applications, Customer may provide written notification to CenturyLink of its intent to terminate the affected Service. Upon such notice, CenturyLink will have 30 days to cure.

**(a) Security and Backup.** Customer will use reasonable security precautions and is responsible for taking steps to maintain appropriate security, protection and backup of its content, which may include the use of encryption technology to protect its content from unauthorized access and routinely archiving its content. Log-in credentials and any CenturyLink-provided security keys, including Third Party Licensor (as defined below) keys, are for Customer's internal use only and Customer is responsible for keeping them available and secure. Lost security keys will result in permanently lost or inaccessible data, for which CenturyLink, its Affiliates, and its Third Party Licensors shall have no liability whatsoever.

**(b) End Users.** Customer is responsible for End Users' content and use of ABA. Customer will ensure that all End Users comply with its obligations under these provisions and that the terms of its agreement with each End User are consistent with these provisions. If Customer becomes aware of any violation of its obligations under these provisions by an End User, Customer will immediately terminate such End User's access to ABA. For purposes of these provisions, any content of or use of ABA by Customer's End Users will be deemed to be Customer's content or use of ABA.

**(c) Intellectual Property.**

**(i)** Each party retains all right, title and interest in and to its respective trade secrets, inventions, copyrights, and other intellectual property. Except for the rights expressly granted herein, nothing in the these provisions or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by CenturyLink or its Third Party Licensors (as defined below). CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing ABA. Customer agrees that it will not, and will not attempt to, directly or indirectly, modify, alter, tamper with, repair, reverse engineer, disassemble, decompile or apply any other process or procedure to derive the source code or create derivative works of any software, information, material, services, or technology of CenturyLink or its Third Party Licensors.

**(ii) Restrictions.** Neither Customer nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in ABA, (b) reverse engineer, disassemble, or decompile ABA or apply any other process or procedure to derive the source code of any software included in ABA, or (c) access or use ABA in a way intended to avoid incurring fees or exceeding usage limits, or otherwise in violation of law. All licenses granted to Customer in these provisions are conditional on Customer's continued compliance with these provisions, and will immediately and automatically terminate if Customer does not comply with any term or condition of these provisions. During and after the Service Term, Customer will not assert, nor authorize, assist, or encourage any third party to assert, against CenturyLink or any of its affiliates, customers, vendors, business partners, or Third Party Licensors, any patent infringement or other intellectual property infringement claim regarding any ABA Customer has used.

**(iii) Feedback.** If Customer provides any feedback to CenturyLink or CenturyLink's affiliates regarding ABA, CenturyLink will own all right, title, and interest in and to such feedback, even if Customer has designated the feedback as confidential. CenturyLink and its affiliates will be entitled to use the feedback without restriction. Customer hereby irrevocably assign to CenturyLink all right, title, and interest in and to the feedback and agree to provide CenturyLink any assistance CenturyLink may require to document, perfect, and maintain its rights in the feedback.

**(d) U.S. Government Rights.** ABA is provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to ABA. If Customer is using ABA on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of ABA. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

**(e) Third Party Licensors/Products.**

**(i)** CenturyLink may provide use of or access to software or technology from a third party vendor who licenses or otherwise grants a right to CenturyLink or Customer to access or use its Licensor Products in connection with ABA (a "Third Party Licensor"). For purposes hereof, "Licensor Products" means any Third Party Licensor software, service, or technology and all intellectual property rights associated therewith, including without limitation, any worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights that are made available in connection with ABA.

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(ii) If Customer has a separate agreement with a third party which permits it to use a Licensor Product, Customer represents and warrants to CenturyLink that such agreement is in effect and applicable to Customer's use of the Licensor Products with ABA. If Customer does not have a separate agreement, the third party agreement for Licensor Products may be accessible at the link, <http://www.savvisdirect.com/license-agreements>. Prior to using the relevant Licensor Products, Customer agrees that it has reviewed the agreements within this link and has accepted the third party vendor's terms and conditions. Customer agrees that it will provide CenturyLink with evidence of such licensing and the agreement to it as CenturyLink may reasonably require prior to the commencement of ABA, and from time to time as necessary to update the status of the license. If Customer fails to provide the required evidence of licensing CenturyLink may, at its option, either (i) suspend the ABA services that were to include such software until the evidence is provided, (ii) provide ABA in reliance on CenturyLink's licensing agreement with the vendor, and charge Customer its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement. If Customer does not have a separate license agreement with a Third Party Licensor for the relevant Licensor Product or the Third Party Licensor agreement does not appear in the link described above, then, in addition to the terms of this Agreement, Customer agrees that its use of a third party vendor's software is subject to and governed by the following terms.

(iii) Subject to compliance with the terms of these provisions and payment of all fees and charges due hereunder, Third Party Licensor hereby grants Customer a non-perpetual, non-exclusive, terminable, non-transferable, worldwide and limited license during the Term of these provisions to copy, install, access, display, run, or otherwise interact with the Licensor Products solely as required to obtain the benefits of the Licensor Products connection with ABA as provided by CenturyLink. If Customer downloads any Licensor Product, Customer is permitted to (i) install and use Licensor Products on a computer or other storage device; or (ii) install and use Licensor Products on a networked file server for the purposes of (a) permanent installation onto hard disks or other storage devices or (b) use of the Licensor Products over such network; and (iii) make backup copies of the Licensor Products, solely to permit Customer to obtain the benefits of the Licensor Products in connection with ABA as provided by Centurylink. Each Third Party Licensor retains and reserves all rights in its intellectual property not expressly granted to Customer herein.

(iv) To the extent Licensor Products include their own third party technology, Third Party Licensor grants a non-exclusive, non-transferable, limited sublicense to use the third party technology solely in connection with and for the sole purpose of using such Licensor Products during the Term of these provisions.

(v) Customer's license and any other rights to any Licensor Products pursuant to these provisions will automatically terminate upon expiration or termination of these provisions. Customer agrees to promptly delete all Licensor Products, and any copies thereof, and all Third Party Licensor confidential information in its control or possession, including on any computer system or storage media, upon any expiration or termination of these provisions. Customer further agrees to destroy any other materials related to the Licensor Products in its possession or control, regardless of its format or containing medium, within thirty (30) days of the date of termination or expiration.

(vi) Customer acknowledges that Licensor Products constitute valuable trade secrets of the Third Party Licensor and/or its suppliers. Customer (and anyone under Customer's control or direction): (a) will not modify, translate, decompile, create or attempt to create by reverse engineering or otherwise, the source code from the object code of any Licensor Product, or adapt a Licensor Product in any way to create a derivative work; (b) will not, and will not authorize any third party to use, reproduce, sublicense, distribute or dispose of a Licensor Product in whole or in part to enable such third party to benefit from the use or functionality of the Licensor Product, including, without limitation, via timesharing, service bureau arrangements or otherwise; and (c) will comply with all reasonable requests made by a Third Party Licensor in relation to the protection of its intellectual property rights hereunder. If Customer engages in any activity in violation of this section, all profits and proceeds from such unauthorized activity, if any, will accrue to the Third Party Licensor and/or its suppliers, who will be the owner of same whether or not made in compliance with this Agreement.

(vii) The Licensor Products and any worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights relating thereto are the exclusive property of the Third Party Licensor and its suppliers and licensors. Third Party Licensor owns and exclusively retains all rights in and title to the Licensor Products and all future functionality and product developments thereto, if any. Customer has no right to modify, duplicate or reverse-engineer any aspect of the Licensor Products.

(viii) Customer is expressly prohibited from removing, modifying or obscuring any copyright, trademark, patent or other proprietary rights notices that are contained in or on any Third Party Licensor products and services. Customer has no right under these provisions to use any Third Party Licensor logos in any manner whatsoever. Customer must not undertake any action that will interfere with or diminish any right, title or interest in the trademark(s) or trade name(s) of any Third Party Licensor.

(ix) Customer shall not offer, market, resell or otherwise provide any Licensor Products made available in connection with ABA to any third parties. Customer is not authorized, solely by virtue of this Agreement, to act as a service provider in connection with or a reseller of any Licensor Products, or similarly make available Licensor Products for commercial profit.

(x) Customer acknowledges and agrees that: (a) the restrictions set forth in this Section are reasonable in the circumstances; (b) a violation of any of the provisions of this Section will result in immediate and irreparable harm and damage to the Third Party Licensor; and (c) in the event of any violation of any provision of this Section, the Third Party Licensor will be entitled to equitable relief by way of temporary or permanent injunction or specific performance, and to such other relief as any court of competent jurisdiction may deem just and proper. Customer hereby expressly submits to the personal jurisdiction of any such court in an action seeking such relief.

(xi) Customer must cooperate with CenturyLink in the event that any Third Party Licensor requests Centurylink's participation in an audit of the Licensor Products. Customer agrees that CenturyLink can provide a Third Party Licensor with (a) a list of the Licensor Products which run on Customer's ABA and (b) the relevant volume of such Licensor Products (e.g., number of instances, seats) provided to you by CenturyLink. If a Third Party Licensor determines that Customer is non-compliant with its licensing terms or program requirements and Customer does not cure the non-compliance within a time period specified by such vendor, then Centurylink may terminate these provisions, the provision of any or all ABA, or both.

(xii) Third Party Licensors are intended third party beneficiaries to the terms in this Approved Business Applications section and as such may assert any applicable rights set forth herein as may be necessary to protect their intellectual property rights or other confidential or proprietary material. For greater clarity, Customer acknowledges and agrees that (i) Third Party Licensors are also intended beneficiaries of the rights, remedies and disclaimers of CenturyLink under the AUP; and (ii) any reference to "Services or Infrastructure" under such AUP shall also mean "Licensor Products".

(xiii) In the event of a conflict between the commercial terms of these provisions and any other Third Party Licensor end user agreement Customer may be required to accept in order to access or use Licensor Products in connection with the ABA Services, including without limitation terms relating to pricing, termination, payment, and service levels, these provisions will prevail. If there is a conflict between these provisions and the section for ABA Services, the ABA section will control.

(f) **Supplemental Third Party Licensors/Products Terms.** For purposes of ABA, the following terms are added to supplement the Agreement and are incorporated into the corresponding sections.

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- Confidentiality - Third Party Licensors are also subject to the Confidentiality section of the Agreement
- Dispute Resolution - Third Party Licensors shall be entitled to exercise rights and remedies at law rather than pursuing arbitration or other form of alternative dispute resolution.
- Disclaimer of Warranties- - Licensor Products are included with Services and products in the Disclaimer of Warranties section of the Agreement.
- CONSEQUENTIAL DAMAGES - CENTURYLINK, ITS AFFILIATES, AND THIRD PARTY LICENSORS WILL NOT BE LIABLE FOR CUSTOMER'S INABILITY TO USE ABA OR LICENSOR PRODUCTS, INCLUDING AS A RESULT OF ANY (a) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO ABA OR LICENSOR PRODUCTS, (b) CENTURYLINK'S DISCONTINUATION OF ANY OR ALL OF ABA OR LICENSOR PRODUCTS, OR, (c) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF ABA FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THESE PROVISIONS OR CUSTOMER'S USE OF OR ACCESS TO ABA OR LICENSOR PRODUCTS; OR (iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA.

THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SECTIONS WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN. THESE LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER HAS ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF ABA AND LICENSOR PRODUCTS AND UNDERSTANDS THAT THE PRICES WOULD BE HIGHER IF CENTURYLINK AND ITS THIRD PARTY LICENSORS WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES. CENTURYLINK AND ITS THIRD PARTY LICENSORS WOULD NOT AGREE TO ENTER THIS AGREEMENT WITHOUT SUCH DISCLAIMER AND LIMITATIONS ON LIABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CENTURYLINK, ITS EMPLOYEES, AGENTS, THIRD PARTY LICENSORS, OR ANYONE ELSE INVOLVED IN THE PROVISION OR SUPPORT OF ABA AND LICENSOR PRODUCTS WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION OR ADVICE.

**2.6 Hosted VoIP.** Hosted VoIP is an Internet Protocol ("IP") application that provides real time, two-way voice capability in IP over a broadband connection. An administrator portal enables the Customer administrator, within the scope of the Service, to set up End Users and implement calling restrictions. Local calls, 8XX outbound calls, and On-Net Calls are included in the seat MRCs. The local and long distance calling service area for a seat number is based on the area code and prefix assigned to the seat and does not depend on Customer's physical location. CenturyLink will apply an additional charge for domestic 8XX inbound service and Off Net calls if Customer exceeds the waived minutes of use specified under Additional Charges in the Summary Page. International inbound 8XX calls are not provided or priced as an optional service, and Customer is responsible for obtaining such service pursuant to separate agreement(s) and separate charges. Optional features for inbound 8XX calls are available under the terms, conditions and pricing of the RSS and ISS. CenturyLink is required by the FCC to state in the Agreement that Customer is prohibited from using any toll free telephone number, or other telephone number advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Domestic long distance and domestic inbound toll free pricing for Managed Office is shown in the Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing table under Additional Charges in the Summary Page. Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Charges apply for Soft Phones. Customer may also purchase other optional features for additional charges.

### **3. Service Conditions.**

**3.1 Site Conditions.** Customer Environment must meet certain performance specifications designated by CenturyLink. Customer must ensure that its Customer Environment is fully prepared for the convergence of voice and data services, and will continue to meet specifications designated by CenturyLink during the Service Term. Customer is responsible for fully understanding how changes in its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, will affect voice quality and reliability of the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring any Transport or Approved CPE, or failures or malfunctions in the Customer Environment. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate the Service without liability for any Cancellation Charge.

**3.2 Access; Installation.** Customer must provide CenturyLink or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. If additional site visits are required, time and material charges may apply at CenturyLink's then current rates. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises. Customer must provide all information and perform all actions reasonably requested by CenturyLink to facilitate installation of the Service. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform Managed Office support. Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by the Service cannot be reached. Customer's primary technical interface person must be available during any remote installation process.

**3.3 Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and these Service Provisions

**(a) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the Managed Office SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**(b) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or

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engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**3.4 Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second minimum average time requirement ("MATR") per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**3.5 Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**3.6 Unsupported Calls.** Service does not support operator services, collect, third party billing or calling card calls. Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. Service does not support any outgoing calls from seats that are not associated with an IP handset or Soft Phone (i.e., from a Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. Service does not support remote shared call appearances ("Remote SCAs"). Customer is specifically instructed not to enable Remote SCAs on its IP devices used with the Service. If a Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote SCA, not to the 911 location in San Francisco.

**3.7 Area of Use.** Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service).

**3.8 Use of Service at a Temporary Location.** Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined below) at the time the request is accepted via the My 911 Location page of the portal. The "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). Important: Customer and End users should always check for the 911 Update Confirmation before using 911 service after a temporary move. In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP handsets or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**3.9 Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

**3.10 Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and these provisions. Customer is responsible for unauthorized use of the Service.

**3.11 Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (including, without limitation, End Users will be unable to access emergency 911 services) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the approved router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (including, without limitation, End Users will be unable to access emergency 911 services) (vii) while maintenance work is being performed; (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP stationary device (handset) or Soft Phone only.

**3.12 Local Number Portability.** If Customer is not utilizing a new number for Service, but rather is transferring an existing phone number, which currently is subscribed to a carrier other than CenturyLink for local, local toll and/or long distances telecommunications services ("Porting"), then Customer authorizes CenturyLink to process its order for Service and to notify Customer's local telephone company of Customer's decision to switch its local, local toll and long distance services to the Service. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. The Start of Service Date and commencement of billing will not depend on completion of Porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following

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Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**3.13 Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Approved CPE, software, and Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**3.14 Third Party Billed Services.** The Service does not support billing for third party services Customer will be responsible for payment of all such charges directly to the third party provider.

**3.15 Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures. CenturyLink makes no warranties or representations that any Service will be free from loss or liability arising out of hacking or similar malicious activity by any third party.

**3.16 End User License Agreements.** To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with CenturyLink's Managed Office Service, the Service will permit 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in these provisions and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in these provisions and the CenturyLink Hosted VoIP 911 advisory. The URL to access the CenturyLink Hosted VoIP advisory is: <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. That URL is also found on the Help screen in the CenturyLink Hosted VoIP end user portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

**3.17 Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

#### **4. 911 Emergency Service.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**Please be aware of the important differences in calling 911 using the Service identified below and in the Agreement you signed. You must initial the 911 Emergency Service Acknowledgement ("911 Acknowledgment"), and thereby acknowledge that you received and understood the "911 emergency service" advisory regarding circumstances under which 911 service may not be available through the Service or may be limited by comparison to traditional e911 service.** You represent and warrant that the individual initialing the 911 Acknowledgment may act on your behalf. Failure to initial the 911 Acknowledgment will result in non-provision, suspension or termination of Service.

**4.1 Additional Warnings.** Please carefully review the 911 Emergency Services warnings in the Agreement you signed. In addition to those warnings, the following additional terms and conditions apply to 911 emergency service provided with Hosted VoIP and packages or bundles that include Hosted VoIP, such as Managed Office.

**(a) No Privacy Rights.** You acknowledge that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by you or your End Users.

**(b) Customer Must Notify End users of 911 Limits.** You will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the installed location and is not available using an IP-enabled mobile device. Please direct your End Users to the 911 advisory located at <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf> for further details. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Hosted VoIP and packages or bundles that include Hosted VoIP, and CenturyLink recommends that the labels be placed on or near the equipment associated with those Services. Additionally, when you or your End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. You should direct its End Users to the 911 advisory URL listed above to review these 911 Emergency Service limitations.

**(c) Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

#### **5. Term; Cancellation.**

**5.1 Term.** These provisions will be in effect on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement). The Service Term will begin on the Start of Service Date of the first Customer location and will continue for the Service Term indicated on the Summary Page ("Initial Service Term"). Upon expiration of the Initial Service Term, Service will renew on a one-year basis ("Renewal Term") unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. "Service Term" means Initial Service Term and each

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Renewal Term. The "Minimum Seat Term" for a seat is 12 months. Additional seats will be coterminous with the current Service Term, subject to the 12 month Minimum Seat Term.

**5.2 Cancellation.** If some or all Service is canceled by Customer for reasons other than Cause or by CenturyLink for Cause before the expiration of the applicable Service Term such that the number of seats is 25% less than the original number of seats, Customer will pay to CenturyLink the following Cancellation Charges: (a) the amount of any NRC/installation charges that CenturyLink discounted or waived for the canceled Service; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Seat Term; (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the applicable Service Term; and (d) any third party charges incurred by CenturyLink in connection with the cancellation. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation. If Customer cancels an order after notification of an Estimated Availability Date but before the Start of Service Date, Customer will pay a cancellation fee of \$500 for ELA or IP Connection, or \$150 for Special Access, and any Customer-approved construction charges. Customer understands and agrees that unless Service is completely canceled, the minimum seat requirements for each location will still apply.

**6. Moves.** Customer may move seats to another Customer location if at least 12 months remain in the Service Term. Customer will be charged any third party charges incurred by CenturyLink in connection with the move. Customer must submit notice to CenturyLink at least 30 days before the requested move date. When Customer requests that CenturyLink move Local Access to a different Service Address that is not within the same Customer serving wire center as the existing service, such move will be deemed a disconnect of the current local loop to which a charge applies and a new install of new Local Access.

**7. Charges.** Customer will pay all applicable rates and charges as set forth in the Summary Page., Charges will commence within five days of the Start of Service Date. Service will remain taxed based on the PPU locations where Customer uses Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the Web site(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). CenturyLink may change rates after the completion of the Initial Service Term with 60 days' notice.

**8. SLA.** Service is subject to the Managed Office service level agreement ("SLA") located at <http://www.centurylink.com/legal>, which is subject to change. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

**9. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any change to its e-mail address.

**X. Managed Office Essentials.**

**1. General; Definitions.** CenturyLink QCC on behalf of itself and its Affiliates ("CenturyLink") will provide Managed Office Essentials Service ("Managed Office Essentials" or "Service") under the terms of the Agreement and these Managed Office Essentials Detailed Terms and Conditions. Capitalized terms not defined herein are defined in the Agreement.

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"Demarcation Point" is: (a) the physical interface between the CenturyLink domestic network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink domestic network to Customer's telecommunications equipment.

"Estimated Availability Date" means CenturyLink's target date for the delivery of that Service. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default.

"EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.

"Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC Services: Hosted VoIP, SIP Trunk, Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the public switched telephone network ("PSTN") or another carrier's IP network.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"Soft Phone" means software for an IP enabled device that allows Customer's End Users to use the Service to make and receive calls on the device.

"Start of Service Date" means the date Customer accepts the Service. Customer will have five days from CenturyLink's ready notification to test the Service. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the Service, Service will be considered to have been accepted, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of Service errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that Service is ready.

**2. Service.** Service bundles CenturyLink monitoring and network management with a package of specific transport and customer premises equipment. Service includes: (a) network connections (a Local Access connection and a Port), (b) customer premises equipment (rental), (c) VoIP phone service, and (d) limited optional features. Customer must order Service on a per seat basis. Each Customer location has a minimum seat requirement (depending on bandwidth). Service includes Customer support that is available on a 24x7, 365 day basis. Managed Office Essentials does not include the provisioning of, or the management of, any service or component that is not specified as part of the Service. CenturyLink will not provide management of a handset if the handset is moved to a location other than the Customer location identified in the Summary Page. Service is subject to availability.

**2.1 Transport.** "Transport" means a Local Access connection and a CenturyLink IQ Networking Internet Port, Private Port, or Enhanced Port ("Port") to the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink. Internet Ports provide public Internet connectivity, Private Ports provide WAN connectivity between Customer sites, and Enhanced Ports provide the functionality of both an Internet Port and a Private Port. CenturyLink will, as part of the Service quoting



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process, identify for Customer whether its Local Access technology is IP Connection as described below. When purchasing IP Connection, Customer agrees that it will use the IP Connection attached to a CenturyLink IQ Networking Internet Port or Enhanced Port only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection is attached to a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (i) have entered into an agreement or amendment directing Customer to the a Network-Based Security ("NBS") Service Exhibit or the service-specific terms section of the DT&C and use at least one NBS instance per CUG (closed user group) that includes that Private Port or (ii) use the Private Port in conjunction with an interconnected Internet Port or Enhanced Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so that each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted above. The Local Access "Service Address" is the business building where Customer receives the Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Local Access includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink unless stated otherwise in the Pricing Attachment. Customer is responsible for any additional terminations beyond the Demarcation Point. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled. Ancillary charges may apply. CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service. CenturyLink will consider the ancillary service request canceled upon Customer disapproval. Customer may experience delayed installation intervals due to construction requirements. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. Neither Customer nor any End Users will own or route IP addresses. Upon termination of Service, Customer's access to the IP addresses will cease. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service ("QoS"), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

**(a) Special Access.** "Special Access" is Local Access that uses digital signal bandwidths.

**(b) Ethernet Local Access ("ELA").** Available bandwidths may be limited due to distance and available facilities from the local access provider. ELA is available in the following options: Native Single-Class-of-Service (CoS) High and Native Single-CoS Low. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port bandwidth. "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e., voice), but is ideal for non-critical applications (i.e., Internet and email traffic.) At Customer's discretion, Native Single-CoS Low or Native Single-CoS High may be used to support CoS for critical applications (i.e. voice).

**(c) IP Connection.** "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Customer agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

**(d) CLPA. "CenturyLink Provided Access" or "CLPA," means either On-Net Access or Leased Access.**

**(i) On-Net Access.** "On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. "CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

**(ii) Leased Access.** "Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink.

**2.2 Network Management.** Network management includes 24x7x365 remote performance monitoring, reporting, and ticketing via an online portal for devices supported by CenturyLink, total customer agency, and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules, and Internet security protocol ("IPSec"). Customer may make change management requests via Control Center at <https://controlcenter.centurylink.com> or call Managed Office Essentials customer support. CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by network management reside. Customer must execute the attached Letter of Agency to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services. IPSec is only available on approved devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink pre-order approval. Network management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE.

**2.3 Approved CPE.** "Approved CPE" or "CPE" means pre-selected rental hardware/software/licenses listed on CenturyLink Approved Vendor CPE. This will include Customer premises switches and routers, and IP enabled devices (e.g. handsets) designated by CenturyLink and specifically configured for Managed Office Essentials.

**(a) Delivery and Return.** CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver

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CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

**(b) Ownership and Use.** Except as provided in the "Delivery and Return" section above. CPE is the personal property of CenturyLink, its designee or a third party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

**(c) Software.** Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**(d) Insurance.** Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CPE, the following insurance: (a) "All-Risk" property insurance covering the CPE for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

**(e) Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of these provisions. Unless otherwise stated herein, Approved CPE maintenance is provided under the Pro-MET® On-Site Premium Service, which is posted at <http://www.centurylink.com/legal/> and is incorporated by reference and made a part of these provisions. In some cases, CenturyLink may use repackaged CPE, or substitute CPE with another CPE device at CenturyLink's sole discretion. Such replacement will be recorded in CenturyLink's systems. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer must inform CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

**(f) CPE Replacement Charge.** If Approved CPE is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description, Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. These provisions will continue to apply. Replacement CPE may or may not be the same model.

**2.4 Hosted VoIP.** Hosted VoIP is an Internet Protocol ("IP") application that provides real time, two-way voice capability in IP over a broadband connection. An administrator portal enables the Customer administrator, within the scope of the Service, to set up End Users and implement calling restrictions. Local calls, 8XX outbound calls, and On-Net Calls are included in the seat MRCs. The local and long distance calling service area for a seat number is based on the area code and prefix assigned to the seat and does not depend on Customer's physical location. CenturyLink will apply an additional charge for domestic 8XX inbound service and Off Net calls if Customer exceeds the waived minutes of use specified under Additional Charges in the Summary Page. International inbound 8XX calls are not provided or priced as an optional service, and Customer is responsible for obtaining such service pursuant to separate agreement(s) and separate charges. Optional features for inbound 8XX calls are available under the terms, conditions and pricing of the RSS and ISS. CenturyLink is required by the FCC to state in the Agreement that Customer is prohibited from using any toll free telephone number, or other telephone number advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Domestic long distance and domestic inbound toll free pricing for Managed Office Essentials is shown in the Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing table under Additional Charges in the Summary Page. Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Charges apply for Soft Phones. Customer may also purchase other optional features for additional charges.

### **3. Service Conditions.**

**3.1 Site Conditions.** Customer Environment must meet certain performance specifications designated by CenturyLink. Customer must ensure that its Customer Environment is fully prepared for the convergence of voice and data services, and will continue to meet specifications designated by CenturyLink during the Service Term. Customer is responsible for fully understanding how changes in its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, will affect voice quality and reliability of the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring any Transport or Approved CPE, or failures or malfunctions in the Customer Environment. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate the Service without liability for any Cancellation Charge.

**3.2 Access; Installation.** Customer must provide CenturyLink or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. If additional site visits are required, time and material charges may apply at CenturyLink's then current rates. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises. Customer must provide all information and perform all actions reasonably requested by CenturyLink to facilitate installation of the Service. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform Managed Office Essentials support. Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. It is not mandatory



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that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by the Service cannot be reached. Customer's primary technical interface person must be available during any remote installation process.

**3.3 Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and these Service Provisions

**(a) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the Managed Office SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**(b) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**3.4 Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second minimum average time requirement ("MATR") per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**3.5 Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**3.6 Unsupported Calls.** Service does not support operator services, collect, third party billing or calling card calls. Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. Service does not support any outgoing calls from seats that are not associated with an IP handset or Soft Phone (i.e., from a Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. Service does not support remote shared call appearances ("Remote SCAs"). Customer is specifically instructed not to enable Remote SCAs on its IP devices used with the Service. If a Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote SCA, not to the 911 location in San Francisco.

**3.7 Area of Use.** Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service).

**3.8 Use of Service at a Temporary Location.** Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined below) at the time the request is accepted via the My 911 Location page of the portal. The "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). Important: Customer and End users should always check for the 911 Update Confirmation before using 911 service after a temporary move. In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP handsets or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**3.9 Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

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**3.10 Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and these provisions. Customer is responsible for unauthorized use of the Service.

**3.11 Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (including, without limitation, End Users will be unable to access emergency 911 services) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the approved router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (including, without limitation, End Users will be unable to access emergency 911 services) (vii) while maintenance work is being performed; (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP stationary device (handset) or Soft Phone only.

**3.12 Local Number Portability.** If Customer is not utilizing a new number for Service, but rather is transferring an existing phone number, which currently is subscribed to a carrier other than CenturyLink for local, local toll and/or long distances telecommunications services ("Porting"), then Customer authorizes CenturyLink to process its order for Service and to notify Customer's local telephone company of Customer's decision to switch its local, local toll and long distance services to the Service. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. The Start of Service Date and commencement of billing will not depend on completion of Porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**3.13 Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Approved CPE, software, and Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**3.14 Third Party Billed Services.** The Service does not support billing for third party services Customer will be responsible for payment of all such charges directly to the third party provider.

**3.15 Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures. CenturyLink makes no warranties or representations that any Service will be free from loss or liability arising out of hacking or similar malicious activity by any third party.

**3.16 End User License Agreements.** To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with CenturyLink's Managed Office Essentials Service, the Service will permit 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in these provisions and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in these provisions and the CenturyLink Hosted VoIP 911 advisory. The URL to access the CenturyLink Hosted VoIP 911 advisory is: <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. That URL is also found on the Help screen in the CenturyLink Hosted VoIP end user portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

**3.17 Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

**4. 911 Emergency Service.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**Please be aware of the important differences in calling 911 using the Service identified below and in the Agreement you signed. You must initial the 911 Emergency Service Acknowledgement ("911 Acknowledgment"), and thereby acknowledge that you received and understood the "911 emergency service" advisory regarding circumstances under which 911 service may not be available through the Service or may be limited by comparison to traditional e911 service. You represent and warrant that the individual initialing the 911 Acknowledgment may act on your behalf. Failure to initial the 911 Acknowledgment will result in non-provision, suspension or termination of Service.**

**4.1 Additional Warnings.** Please carefully review the 911 Emergency Services warnings in the Agreement you signed. In addition to those warnings, the following additional terms and conditions apply to 911 emergency service provided with Hosted VoIP and packages or bundles that include Hosted VoIP, such as Managed Office Essentials.

**(a) No Privacy Rights.** You acknowledge that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by you or your End Users.

**(b) Customer Must Notify End users of 911 Limits.** You will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the installed location and is not available using an IP-enabled mobile device. Please direct your End Users to the 911 advisory located at <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf> for further details. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Hosted VoIP and packages or bundles that include Hosted VoIP, and CenturyLink recommends that the labels be placed on or near the equipment associated with those Services. Additionally, when you or your End Users use a Soft Phone with

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*CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. You should direct its End Users to the 911 advisory URL listed above to review these 911 Emergency Service limitations.*

**(c) Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**5. Term; Cancellation.**

**5.1 Term.** These provisions will be in effect on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement). The Service Term will begin on the Start of Service Date of the first Customer location and will continue for the Service Term indicated on the Summary Page ("Initial Service Term"). Upon expiration of the Initial Service Term, Service will renew on a one-year basis ("Renewal Term") unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. "Service Term" means Initial Service Term and each Renewal Term. The "Minimum Seat Term" for a seat is 12 months. Additional seats will be coterminous with the current Service Term, subject to the 12 month Minimum Seat Term.

**5.2 Cancellation.** If some or all Service is canceled by Customer for reasons other than Cause or by CenturyLink for Cause before the expiration of the applicable Service Term such that the number of seats is 25% less than the original number of seats, Customer will pay to CenturyLink the following Cancellation Charges: (a) the amount of any NRC/installation charges that CenturyLink discounted or waived for the canceled Service; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Seat Term; (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the applicable Service Term; and (d) any third party charges incurred by CenturyLink in connection with the cancellation. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation. If Customer cancels an order after notification of an Estimated Availability Date but before the Start of Service Date, Customer will pay a cancellation fee of \$500 for ELA or IP Connection, or \$150 for Special Access, and any Customer-approved construction charges. Customer understands and agrees that unless Service is completely canceled, the minimum seat requirements for each location will still apply.

**6. Moves.** Customer may move seats to another Customer location if at least 12 months remain in the Service Term. Customer will be charged any third party charges incurred by CenturyLink in connection with the move. Customer must submit notice to CenturyLink at least 30 days before the requested move date. When Customer requests that CenturyLink move Local Access to a different Service Address that is not within the same Customer serving wire center as the existing service, such move will be deemed a disconnect of the current local loop to which a charge applies and a new install of new Local Access.

**7. Charges.** Customer will pay all applicable rates and charges as set forth in the Summary Page. Charges will commence within five days of the Start of Service Date. Service will remain taxed based on the PPU locations where Customer uses Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the Web site(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). CenturyLink may change rates after the completion of the Initial Service Term with 60 days' notice.

**8. SLA.** Service is subject to the Managed Office Essentials service level agreement ("SLA") located at <http://www.centurylink.com/legal>, which is subject to change. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

**9. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any change to its e-mail address.

**Y. SIP Trunk (Sonus Platform).**

**1. General; Definitions.** Service under this section is provided by CenturyLink QCC. Except as otherwise set forth in this section or elsewhere in the Service-specific sections for SIP Trunk Service, capitalized terms will have the definitions assigned to them in the Agreement

"ANI" means automatic number identification.

"Approved Connectivity" means a new or existing CenturyLink IQ® Networking. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the CenturyLink Control Center Business portal (<http://controlcenter.centurylink.com>), which may be the 911 location of a customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"ISS" means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf) and which is subject to change. The ISS contains the current rates for domestic and international Off-Net Calls and toll free calls.

"Local Session" means a Session used for the origination and termination of local and long distance telephone calls.

"MATR" means minimum average time requirement.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

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"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC Services: SIP Trunk, Managed VoIP, Hosted VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the PSTN or another carrier's IP network.

"Ported Telephone Number" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distances telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://www.centurylink.com/legal/> which are subject to change.

"TN" means a telephone number.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

"Usage Session" means a Session used for the termination of inbound toll free service.

## **2. Service**

**2.1 Description.** Service provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity. The local and long distance calling service area that applies to a Service location is based on the area code and prefix assigned to the numbers for that location and does not depend on Customer's physical location.

**2.2 Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the Service MRC. Domestic and international Off-Net Calls, business white page listings; and directory assistance are optional services that are available for additional charges described on the Summary Page or in the ISS.

**2.3 Optional Services.** The following optional services are available for the additional charges shown in the Summary Page or other pricing document identified below.

**(a) Directory Assistance.** A flat per call charge applies to directory assistance.

**(b) IP Diversity.** Customer may order more than one CenturyLink IQ Networking port for the purpose of maintaining diverse IP access to the Service. Redundant CenturyLink IQ Networking ports will be purchased separately for an additional charge. In order for Customer to use CenturyLink IQ Networking port diversity with the Service CenturyLink must configure the Service to make use of the diverse ports. An IP Diversity NRC will apply for such configuration.

**(c) Directory Listings.** An additional MRC applies to each basic business white page listing of a telephone number.

**(d) Off-Net Long-Distance:** Off-Net Calls are available at the per minute rates for domestic and international Long Distance service shown in the ISS. Additional per minute charges may apply to each Off-Net Call leg of a conference call.

**(e) Usage-Based Trunk Groups.** Customer may direct long distance calls to a usage-based Trunk Group. Off-Net LD calls directed to a usage-based Trunk Group will incur usage charges, but will not be charged a per Session charge. LD usage-based trunks are not intended to be used for placing local calls, including 911 calls. Since CenturyLink cannot always capture and provide the correct end user location for 911 calls when made over LD usage-based trunks, 911 calls placed over those trunks may not route to the proper PSAP. In those circumstances, CenturyLink may need to route the 911 call to a default national emergency call routing center, and additional third-party charges may apply. If CenturyLink incurs such additional third-party charges, CenturyLink may bill Customer for such charges. Additionally, Customer acknowledges that if it sends local calls down a usage-based Trunk Group, those calls will incur charges at the Off-Net LD rate. To avoid incremental LD charges on local calls, Customer must configure its PBX to send all local calls to a Session-based Trunk Group.

**(f) Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf).

**(g) Dedicated VoIP Interconnect.** Dedicated VoIP Interconnect provides Customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with completely separate VPN access to the first network element of the Service. An additional NRC and MRC apply for this Dedicated VoIP Interconnect option. Standard Service (i.e., without the Dedicated VoIP Interconnect option) provides customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with shared VPN access to the same elements at no additional cost. Dedicated VoIP Interconnect may not be available with all bundles or packages that include SIP Trunk Service. See the applicable bundle or package section for details.

**(h) SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE. SIP REFER may not be available with all bundles or packages that include SIP Trunk Service. See the applicable bundle or package provisions for details. If Customer purchases SIP REFER with Enterprise Session Pooling, the SIP REFER MRC will be applied to all Sessions in the usage-based pool.

**(i) Enterprise Diversity.** Customer may purchase optional Enterprise Diversity with the Service. Enterprise Diversity provides a standby Enterprise Session Pool that is only accessible by Customer when the network switch where the pool is built is out of service. The standby pool is a mirrored copy of the primary pool. Enterprise Diversity may provide diverse physical access to the Service. Enterprise Session Pooling is required to enable Enterprise Diversity. Enterprise Diversity applies to all pools within the Enterprise. "Enterprise" means company-wide across all Customer locations. Enterprise Diversity may not be available with all bundles or packages that include SIP Trunk Service. See the applicable bundle or package section for details.

**(j) Site/Switch Diversity.** Customer may purchase optional Site/Switch diversity with Enterprise Diversity Service. Site/Switch Diversity provides a second SIP Trunk Group that homes to a different network facility in the CenturyLink network than the primary Trunk Group. Site/Switch Diversity does

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not provide diverse physical access to the Service. Enterprise Diversity is required to enable Site/Switch Diversity at a site level. Site/Switch Diversity may not be available with all bundles or packages that include SIP Trunk Service. See the applicable bundle or package provisions for details.

**(k) Enterprise Session Pooling.** Customer may purchase optional Enterprise Session Pooling with the Service. Enterprise Session Pooling enables Customer to share SIP Trunk Sessions among SIP Trunk termination locations. CenturyLink provides the first Flat Session Pool at no charge. Additional Flat Session Pools after the first one will be charged as shown on the Summary Page. Customer may also order Usage Pools so long as Customer has purchased Flat Pools. The number of Usage Pools cannot exceed the number of Flat Pools. There is no charge for Usage Pools. Enterprise Session Pooling is currently only available with a la carte SIP Trunk Service.

**(l) Toll-Free.** Inbound Toll Free services are available with the Service. CenturyLink is required by the FCC to state in this Service-specific section that Customer is prohibited from using any Toll Free TN, or other TN advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Rates for domestic and international Toll Free service are in the ISS.

**3. Service Conditions.**

**3.1 Site Conditions.** Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment.

**3.2 Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service-specific section

**(a) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. The pricing for the voice services can be found in the ISS. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into the Agreement by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**(b) Telemarketing.** With respect to any outbound Long Distance: (1) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (2) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**(c) Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**(d) International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

**ITFS/UIFN** In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix". CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

CenturyLink cannot guarantee that all new ITFS/UIFN numbers are tested due to random voluntary testing of ITFS/UIFN numbers by the foreign PTTs. ITFS/UIFN numbers may be disconnected by foreign PTTs without advanced notification due to Customer fraudulent use or no usage. Customer agrees to maintain minimum usage for each number on a regular basis and adhere to the restricted application guideline (as stated in Availability Matrix). In situations when an ITFS/UIFN is disconnected by a foreign PTT, it is the Customer's responsibility to submit an order for a new number. CenturyLink does not guarantee that the same number can be re-instated. All PTT's reserve the right to decline, cancel, or change international services at any time with or without notice.

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are: Argentina, Australia, Belgium, Brazil, China, Denmark, Finland, France, Germany, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, South Korea, Luxembourg, Macau, Malaysia, Netherlands, New Zealand, Norway, Philippines, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, and United Kingdom. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s). All rates are located in the ISS.

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**3.3 Connectivity.** As of the effective date of the Agreement, the Service may only be used with Approved Connectivity. All Approved Connectivity used with Service, whether Internet Port, Private Port or Enhanced Port, must support QoS. Customer must purchase Approved Connectivity separately. CenturyLink may add to the Approved Connectivity list from time to time. The then current list of Approved Connectivity is available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity.

**3.4 Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**3.5 Unsupported Calls.** The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

**3.6 Area of Use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" sub-section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (a) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (b) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

**3.7 Use of Service at a Temporary Location.** Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the CenturyLink Business portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the CenturyLink Control Center Business portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined below) at the time the request is accepted via the CenturyLink Control Center Business portal. The "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). **Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move. If Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

**3.8 Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (a) interferes with CenturyLink's ability to provide service to CenturyLink customers; (b) avoids Customer's obligation to pay for communication services; (c) constitutes a criminal offense; (d) gives rise to a civil liability; (e) otherwise violates any laws; or (f) constitutes a resale arrangement with a third party (e.g., wholesaling of the Service is not permitted). Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

**3.9 Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement. Customer is responsible for unauthorized use of the Service.

**3.10 Power Outages; Network Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (a) power used with the Service; (b) the Approved Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service); (c) the Customer Environment; (d) the Approved Connectivity router; (e) Customer premises routers and switches; (f) the IP enabled devices used with the Service; or (g) customer's SIP signaling interface. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) while maintenance work is being performed. If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (vi) above, Customer may move the IP handset only.

**3.11 Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

**3.12 Telephone Numbers.** Customer must provision at least one TN for use with the Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local and local toll services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers



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Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**3.13 Usage-Based Trunk Group Utilization.** Customer must maintain a peak utilization of usage-based Trunk Groups to support usage-based services of 60 percent or higher. "Peak utilization" means the maximum utilization for a usage-based Trunk Group reached at any point during the month. Each month, CenturyLink will calculate the peak utilization over Customer's usage-based Trunk Groups. If peak utilization is less than 60% for three consecutive months, CenturyLink reserves the right to reduce the number of Sessions in the affected usage-based Trunk Group such that the peak utilization of the Trunk Group is at least 75%. An MRC will not apply to Sessions assigned to usage-based Trunk Groups.

**3.14 Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

**3.15 Local Origination.** Customer agrees that the SIP Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

**3.16 SLA.** Service is subject to the SIP Trunk SLA. Approved Connectivity (purchased separately) is subject to the CenturyLink IQ Networking SLA, and not to the SIP Trunk SLA. Both SLAs are posted at <http://www.centurylink.com/legal>. CenturyLink reserves the right to amend the SLAs effective upon posting to the Web site or other notice to Customer. All other services, facilities, and components relating to the SIP Trunk Service, including without limitation any CPE, the Customer Environment, the Customer SIP Signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

**4. 911 Emergency Service.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**Please be aware of the important differences in calling 911 using the Service identified below and in the Agreement you signed.** You must initial the 911 Emergency Service Acknowledgement ("911 Acknowledgment"), and thereby acknowledge that you received and understood the "911 emergency service" advisory regarding circumstances under which 911 service may not be available through the Service or may be limited by comparison to traditional E911 service. You represent and warrant that the individual initialing the 911 Acknowledgment may act on your behalf. Failure to initial the 911 Acknowledgment will result in non-provision, suspension or termination of Service.

**4.1 Additional Warnings.** Please carefully review the 911 Emergency Services warnings in the Agreement you signed. In addition to those warnings, the following additional terms and conditions apply to 911 emergency service provided with SIP Trunk Service and packages or bundles that include SIP Trunk Service.

**(a) No Privacy Rights.** You acknowledge that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by you or your End Users.

**(b) Customer Must Notify End users of 911 Limits.** You will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the installed location and is not available using an IP-enabled mobile device. Please direct your End Users to the 911 advisory located at <http://www.centurylink.com/legal/siptrunk911advisory.pdf> for further details. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with SIP Trunk Service and packages or bundles that include SIP Trunk Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with those Services.

**(c) Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**(d) Use of SIP Diversion Headers on 911 Calls.** Customer may only use SIP Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Diversion Headers on all calls, and in particular shall never send SIP Diversion Headers on 911 calls. Sending SIP Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

**5. Term; Cancellation.** Either party may cancel Service by providing notice of such cancellation to the other party at least 60 days prior to the date of cancellation. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. The initial Trunk Group will have a minimum term applicable to the pricing Customer receives, as shown on the Summary Page ("Service Term"). The Service Term will commence on the Start of Service Date for the initial Trunk Group. Customer will be eligible for Service rates applicable to the Service Term selected. Trunk Groups added after the initial Trunk Group will be coterminous with the initial Trunk Group, and will receive the same Service rates as the initial Trunk Group. If prior to the conclusion of the Service Term (including before the Start of Service Date), Customer cancels Service for reasons other than for Cause, or CenturyLink cancels the Service for Cause, Customer will also be liable for: (i) the amount of any NRCs discounted or waived; (ii) all installation costs and expenses incurred by CenturyLink to install such Service, if applicable; (iii) 100% of the balance of the Session and TN MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term, if any; and (iv) 35% of the balance of the Session and TN MRCs beyond the first 12 months that otherwise would have become due for the unexpired portion of the Service Term (collectively the "Cancellation Charges").

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**6. Charges.** Charges for the Service are as set forth on the Summary Page. The MRCs and usage charges will be used to calculate Contributory Charges. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the ISS or other Web site designated by CenturyLink for that pricing, or providing any other notice to Customer).

**7. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service.

**III. ADDITIONAL SERVICE-SPECIFIC TERMS AND CONDITIONS (available only to Customers purchasing through CenturyLink's EZ Group, or with certain packages or bundles).**

**A. Managed VoIP (This service was grandfathered on November 1, 2013, and is only available to customers who ordered Managed VoIP Service or a Managed VoIP Bundle prior to that date.)**

**1. General; Definitions.** Service under this section is provided by CenturyLink QCC. Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide Managed VoIP Service ("Managed VoIP" or "Service") as part of a Managed VoIP Bundle ("Bundle") under the terms of the Agreement, including the Summary Page, these Detailed Terms and Conditions, and the Managed VoIP Bundle Attachment ("Bundle Attachment").

"911 Update Confirmation" means an e-mail sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved to a CenturyLink-Approved 911 Location and is ready for use.

"Approved Connectivity" means a new CenturyLink IQ Networking Internet Port, Private Port or Enhanced Port, or an existing CenturyLink IQ Networking Internet Port, Private Port or Enhanced Port connection to the CenturyLink IP network. All Approved Connectivity used with Service, whether Internet Port, Private Port or Enhanced Port, must support QoS.

"Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) designated by CenturyLink.

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the *My 911 Location* page of the *MyAccount: VoIP* portal, which may be the 911 location where Service was initially installed, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"MVoIP 911 Form" means the 911 Emergency Service Acknowledgment Form for Managed VoIP.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"Office Administrator" enables the Customer administrator to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

"On-Net Calls" means calls between two CenturyLink QCC Managed VoIP seats that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the PSTN or another carrier's IP network.

"QoS" means Quality of Service.

For purposes of Rental CPE used with Managed VoIP, the definition of Underlying Services in the "Eligibility" sub-section of the "Rental CPE" section of this Agreement will also include Managed VoIP Bundles.

**2. Service.**

**2.1 Description.** Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Office Enhanced seats are provided as part of the Managed VoIP Bundle. Local calls, 8XX outbound calls, and On-Net Calls are included in the Bundle MRC. The local calling service area for a seat number is based on the area code and prefix assigned to the seat and does not depend on Customer's physical location. Customer may purchase the optional services for additional charges described on the Summary Page.

**(a) Office Enhanced Seats.** Office Enhanced seats include the ability to make On-Net and Off-Net Calls, an End User Portal, an Office Administrator Portal, voicemail, call waiting, and call forwarding, as well as other features, some dependant on IP Handset model. Information regarding IP Handset features supported by the Service is available from a CenturyLink Sales Representative. The End User Portal provides access to call logs, click-to-call and other features. The Office Administrator Portal enables Customer administrator functionality, including the ability to: (a) set up End Users; (b) implement: (i) some moves, adds, change, and delete functionality; and (ii) calling restrictions. Office Enhanced seats also include Microsoft® Outlook® integration. Office Enhanced seats also include Microsoft® Outlook® integration. Microsoft Outlook integration allows users to choose whether personal contacts or company contacts should be synchronized.

**(b) Optional Handset-Free Seats.** Customer may purchase Office Enhanced seats without purchasing or installing IP handsets for such seats ("Handset-Free Seats"). Except as noted below, Handset-Free Seats include the same features listed for Office Enhanced seats above, as applicable, and are provided at the same price as Office Enhanced seats. Certain features are functions of the handset itself, and those features are therefore not included with Handset-Free Seats. To make outbound calls, including 911 calls, from a Handset-Free Seat, another telephone device from which the call can be originated via the End User Portal must be used.

**(c) Optional Domestic Inbound 8xx Service.** Domestic 8xx inbound service is available for use with Service for an additional charge. International inbound 8xx service is only available under the terms and pricing of the International Voice Service-specific sections of the Agreement, and not under this section. Optional features for inbound 8xx calls are available under the terms, conditions and pricing of the RSS and ISS. CenturyLink is required by the FCC to state in this Agreement that Customer is prohibited from using any toll free number, or other telephone number advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504.

**2.2 Service Conditions.** The following conditions apply to the Service:

**(a) Site Conditions.** Customer Environment must meet certain performance specifications designated by CenturyLink both before Service is installed and during the Term. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services, and continuing to meet specifications designated by CenturyLink during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions



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caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate the Service without liability for any Cancellation Charge.

**(b) Access.** Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises. Customer must provide CenturyLink reasonable access to the Customer premises for Service installation, repair, replacement, inspection and scheduled or emergency maintenance. Service installation includes a single visit to Customer's site by a CenturyLink technician. If additional site visits are required, time and material charges will apply at CenturyLink's then current rates.

**(c) International Off-Net Call Billing.** Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute. International Off-Net Call charges can be modified immediately, upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications on the Web sites designated by CenturyLink for that pricing, or providing any other notice to Customer). The Managed VoIP International Off-Net Call Price List is incorporated by reference and made a part of the Agreement.

**(d) Approved Connectivity.** The Service may be used only with: (i) Approved Connectivity and (ii) Approved CPE. Customers selecting CenturyLink IQ Networking Private or Enhanced Ports are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue. CenturyLink may add to the Approved Connectivity list and Approved CPE list from time to time. The then current list of Approved Connectivity and Approved CPE is available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

**(e) Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**(f) Unsupported Calls.** The Service does not support operator services, collect, third party billing or calling card calls. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support any outgoing calls from Office Enhanced seats that are not associated to a stationary IP-enabled device (i.e., from Handset-Free Seats), unless another telephony device from which the call can be originated via the End User Portal is used. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

**(g) Area of use.** The Service is intended to be used only at the single location at which Service is initially installed by CenturyLink for Customer in the United States. Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one Service location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" sub-section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States, they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

**(h) Use of Service at a Temporary Location.** Customer may temporarily use the Service at a location other than the single location where CenturyLink originally installed the Service only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the *MyAccount: VoIP* portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the primary location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the *My 911 Location* page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined below) at the time the request is accepted via the *My 911 Location* page of the portal. The "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). **Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move. If Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

**(i) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

**(j) Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement. Customer is responsible for unauthorized use of the Service.

**(k) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (e.g., *End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Internet connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled

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devices used with the Service. Additionally, Service will not operate (e.g., *End Users will be unable to access emergency 911 services*) while maintenance work is being performed or if Service equipment is moved from the single location where CenturyLink installed Service for Customer. Equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location (e.g., another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" sub-section above, Customer may move the IP stationary device (handset) only.

**(l) Local Number Portability.** If Customer is not utilizing a new number for Service, but rather is transferring an existing phone number, which currently is subscribed to a carrier other than CenturyLink for local, local toll and/or long distances telecommunications services, then Customer authorizes CenturyLink to process its order for Service and to notify Customer's local telephone company of Customer's decision to switch its local, local toll and long distance services to the Service. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. The Start of Service Date and commencement of billing will not depend on completion of Porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service. CenturyLink will deny a request to port a TN to a location that is not within the rate center where the Service will be used. Other limitations might also apply and can be addressed on an individual basis.

**(m) Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Approved CPE, software, and Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**(n) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

**(o) SLA.** Service is subject to the Managed VoIP SLA. Approved Connectivity (purchased separately) is subject to the CenturyLink IQ Networking SLA, and not to the Managed VoIP SLA. CenturyLink reserves the right to amend the SLA effective upon posting to the Web site or other notice to Customer. All other services, facilities, and components relating to the Managed VoIP Service, including without limitation any CPE, the Customer Environment, IADs, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

### 3. 911 Emergency Service.



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**Please be aware of the important differences in calling 911 using the Service identified below and in the Agreement you signed. You must initial the 911 Emergency Service Acknowledgement ("911 Acknowledgment") and thereby acknowledge that you received and understood the "911 emergency service" advisory regarding circumstances under which 911 service may not be available through the Service or may be limited by comparison to traditional e911 service. You represent and warrant that the individual initialing the 911 Acknowledgment may act on your behalf. Failure to initial the 911 Acknowledgment will result in non-provision, suspension or termination of Service.**

**3.1 Additional Warnings.** Please carefully review the 911 Emergency Services warnings in the Agreement you signed. In addition to those warnings, the following additional terms and conditions apply to 911 emergency service provided with Managed VoIP and packages or bundles that include Managed VoIP.

**(a) No Privacy Rights.** You acknowledge that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by you or your End Users.

**(b) Customer Must Notify End users of 911 Limits.** You will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the installed location and is not available using an IP-enabled mobile device. Please direct your End Users to the 911 advisory located at <http://www.centurylink.com/legal/managedvoip/911advisory.pdf> for further details. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Managed VoIP and packages or bundles that include Managed VoIP, and CenturyLink recommends that the labels be placed on or near the equipment associated with those Services.

**(c) Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**4. Term; Cancellation.** Service will commence on the Start of Service Date, and continue unless either party elects to cancel Service by providing written notice of cancellation at least 60 days before the conclusion of the then-current Term. Service may only be purchased as part of a Managed VoIP Bundle ("Bundle"). The Minimum Service Term, Renewal Term and Cancellation Charges for Bundles are set forth in the Managed VoIP Bundle Attachment ("Bundle Attachment").

**5. Charges.** Charges for the Service are as set forth in the Summary Page and Bundle Attachment. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any discounts, promotions or offers other than those specifically set forth in the Agreement and Bundle Attachment. Service will remain taxed based on the primary location where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. The MRCs and usage charges set forth on the Summary Page and in the Bundle Attachment will be used to calculate Contributory Charges, and include all discounts applicable to the Service, if any.

**6. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the *My Settings/My Profile* tab of the *MyAccount: VoIP* portal.

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**7. Miscellaneous.** International Off-Net Call charges and the AUP can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications to the Web sites designated by CenturyLink for those items, or providing any other notice to Customer). The Managed VoIP International Off-Net Call Price List and AUP are incorporated by reference and made a part of the Agreement.