CENTURYLINK[®] TOTAL ADVANTAGE[®] EXPRESS CENTURYLINK IQ[®] DATA BUNDLE OFFER PROVISIONS

Data Bundle pricing shown on the (a) quote or (b) the tables in the Summary Page of the CenturyLink[®] Total Advantage[®] Express Agreement ("Agreement") is subject to the terms and conditions of these Data Bundle Offer Provisions, those of the domestic CenturyLink IQ[®] Networking, Local Access, and Rental CPE service-specific provisions of the DT&C (collectively, the "Service Provisions") and the Agreement.

1. Scope. Customer may purchase a Data Bundle Standard or Data Bundle Pro solution (each a "Data Bundle") under these Data Bundle Offer Provisions. "Data Bundle Standard" is a combination of a CenturyLink IQ Networking Internet, Private or Enhanced Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Data Bundle Standard includes 10 Rental CPE configuration changes per year. "Data Bundle Pro" includes all Service elements and features of the Data Bundle Standard plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration and Ethernet switch options on the Ethernet-based bundles. VoIP configuration options are available with both Data Bundle Standard and Data Bundle Pro.

2. Eligibility and Restrictions. Customer must order all the applicable Service elements in the Data Bundle at the same time under an Agreement with either a 24, 36, or 60 month Term.

2.1 Data Bundle Ports and Local Access. The following CenturyLink IQ Networking Port bandwidths are available in a Data Bundle: DS1 through 8xDS1 and DS3 for the Data Bundle Standard and Ethernet 5 Mbps and 10 Mbps through 100 Mbps in 10 Mbps increments for the Data Bundle Pro (each a "Data Bundle Port"). Ethernet Data Bundle Ports are only available with Data Bundle Pro and must use ELA. If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port or Enhanced Port Data Bundles. The Internet Port, Private Port or Enhanced Port Data Bundle Port MRC will be used to calculate Contributory Charges.

2.2 Rental CPE. The following table shows the eligible Rental CPE that may be used with each Port speed and Data Bundle.

Eligible Rental CPE available with all Data Bundle Port Types (Internet, Private and Enhanced)						
Bundle Types	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps*	DS3
Data Bundle Standard	ADTRAN 3430	ADTRAN 3430	ADTRAN 908e w/ SBC [‡]	ADTRAN 4430	N/A	ADTRAN NV5305
Data Bundle Pro	ADTRAN 908e w/ SBC [‡]	ADTRAN 908e w/ SBC [‡]	ADTRAN 908e w/ SBC [*]	ADTRAN 4430	ADTRAN 908e w/ SBC [*] or 1335P**	ADTRAN NV5305
Data Bundle Standard	Cisco 1941	Cisco 1941	Cisco 1941	Cisco 2921-SEC	N/A	Cisco 2951
Data Bundle Pro	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2951

*Bandwidths increase in 10 Mbps increments.

**The 1335P only supports Ethernet speeds up to 10 Mbps.

*Session Border Controller

The Rental CPE must be configured and installed for use with a Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses Pro-MET[®] Remote Standard Service and 24x7 on-site maintenance uses Pro-MET[®] On-Site Premium Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE if a problem is caused by Customer's use of the password, (b) Customer is not entitled to any SLA credits, (c) CenturyLink is not obligated to provide any CPE configuration assistance and (d) any CenturyLink provided CPE configuration assistance will be at its then-current time and material rates.

2.3 Upgrade. During a Service Term, Customer may upgrade its Data Bundle with a Bandwidth Upgrade or Pro Upgrade (collectively an "Upgrade"). Customer may upgrade to a higher bandwidth or to a Managed Data Bundle, which is purchased separately, (each a "Bandwidth Upgrade") if the Data Bundle has been installed at least three months. However, Customer may not upgrade an ELA speed to NxDS1 or DS3. Customer may upgrade from a Data Bundle Standard to a Data Bundle Pro at the same bandwidth level ("Pro Upgrade") at any time during the Service Term. CenturyLink may require an amendment to the Agreement to include a revised Term with an Upgrade. Customer may upgrade a Data Bundle from 8x5 NBD maintenance to 24x7 on-site maintenance without restarting a new Service Term if Customer: (a) has a location and Rental CPE that qualifies, (b) keeps the same bundle type and bandwidth and (c) pays the Upgrade NRC. All other Upgrades are subject to the Upgrade NRC and must (d) keep the same CPE Rental brand, and (e) begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

2.4 Moves. Customer may move a Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

2.5 Relocation. Customer may relocate a Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade, a Pro Upgrade or the same Data Bundle, (d) pays the Upgrade NRC and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not

CENTURYLINK[®] TOTAL ADVANTAGE[®] EXPRESS CENTURYLINK IQ[®] DATA BUNDLE OFFER PROVISIONS

necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

3. Pricing. Customer will pay the rates set forth in a quote or, if applicable, as set forth in the pricing tables on the Summary Page. A Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Data Bundle(s) ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs if Services remain installed until the expiration of the Service Term. CenturyLink will also waive the SIG Activation NRC for Enhanced Port when provided through CenturyLink IQ Data Bundles. CenturyLink will not waive any Local Access ancillary charges, including Construction charges.

3.1 If Customer wishes to order a new Data Bundle or modify an existing Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Data Bundle(s) or (ii) if a quote is not available for new Service and the existing pricing table in the Summary Page does not include pricing information for the new Data Bundle type, enter into a separate written amendment. If there is a conflict between a signed Data Bundle quote and the Summary Page, the quote will apply to the Upgrade or the new Data Bundle that is specified on the quote.

3.2 Data Bundle Pricing. The Data Bundle Port MRC includes the MRCs for the Data Bundle Port and Rental CPE. CenturyLink will waive Endto-End Performance Reporting MRC. The Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers, a VP Checkbook offer for certain Data Bundle types, and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Data Bundle expires, CenturyLink may modify pricing for the Data Bundle. Upgrades and additional Data Bundle orders after an initial order may be subject to then-current Data Bundle pricing.

3.3 Local Access Pricing. Local Access rates are in the quote or the Summary Page.

3.4 Upgrade NRC. Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

4. Term; Cancellation.

4.1 Term. The term of an individual Data Bundle begins on the date CenturyLink notifies Customer that a Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of months as specified in Customer's order for a Data Bundle ("Service Term"). The Service Term is indicated in the Quote or pricing table in the Summary Page. If the CenturyLink IQ Networking Transition Offer and this Data Bundle offer both apply to a Port, the Eligible Service Term, the Data Bundle will remain in effect on a month-to month basis until canceled by either party with 60 days' prior notice.

4.2 Cancellation. Upon cancellation of a Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Data Bundle Port Cancellation Charge equal to: (i) 100% of the Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus (iii) 50% of the Data Bundle Port's MRC multiplied by the number of months remaining to complete the Service Term and (b) the Local Access Cancellation Charge set forth in the Local Access Service Provisions. If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Data Bundle quote or (b) the amount of the NRC that was waived as shown in the Product Pricer quote.

4.3 Waiver of Cancellation Charges.

(a) Upgrade. When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Data Bundles installed for at least 12 months, and (iii) Local Access Cancellation Charges for all other Data Bundles.

(b) Moves. When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

(c) Relocation. When Customer has a Relocation, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Data Bundles.

4.5 Rental CPE Purchase. Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance for all purchased Rental CPE. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

5. Add-On Connection. Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Data Bundle Pro, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for

CENTURYLINK[®] TOTAL ADVANTAGE[®] EXPRESS CENTURYLINK IQ[®] DATA BUNDLE OFFER PROVISIONS

Add-On Connection Cards as part of the 10 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under separate Service Provisions with separate charges.

CenturyLink IQ Data Bundle Pro Rental CPE Routers that Support Add-On Connection Cards				
Router	CenturyLink IQ Data Bundle Bandwidth			
Cisco 2921-VSEC	DS1			
Cisco 2921-VSEC	2xDS1			
Cisco 2921-VSEC	3xDS1 and 4xDS1			
Adtran 4430 and Cisco2921-VSEC	5xDS1 through 8xDS1			
Adttran1335POE	Up to 10 Mbps			
Adtran 5305 and Cisco 2951	DS3			
Cisco 2921-VSEC	5Mbps, and10 Mbps through 100 Mbps ELA in 10 Mbps increments			

CenturyLink-approved Add-On Connection Cards				
Cisco	ADTRAN			
HWIC-1DSU-T1				
VWIC3-2MFT-T1/E1	DS3 Wide Mod			
NM-1 T3/E3				
EHWIC-4G-LTE-V				
EHWIC-4ESG				

(a) **Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

Description	NRC	
Add-On Connection Card Replacement Program	\$50 per Add-On Connection Card	

6. **Miscellaneous.** All other terms not specifically set forth in these Data Bundle Provisions, including without limitation, any other rate elements, are as stated in the Agreement and the CenturyLink IQ Networking, Rental CPE, and Local Access Service Provisions. If there is a conflict, the order of control is: these Data Bundle Provisions, the Service Provisions, and the remainder of the Agreement.