CENTURYLINK® TOTAL ADVANTAGE® EXPRESS CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

The Managed 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 Managed Data Bundle Offer Provisions, and 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. Customer must sign and return the CenturyLink Total Advantage Express Agreement (or an Amendment to the Agreement ("Amendment"), as applicable) by the Cut Off Date. This offer is only valid through the Cutoff Date. However, CenturyLink may, in its sole discretion, accept orders and quotes beyond that date, and any such orders and quotes will be subject to the terms of this offer.

- 1. Scope. Customer may purchase a Managed Data Bundle solution (each a "Managed Data Bundle") under these Managed Data Bundle Offer Provisions. A "Managed Data Bundle" is a combination of a CenturyLink IQ Networking Internet, Private or Enhanced Port, Local Access Service, Eligible Rental CPE (ADTRAN® or Cisco®), and Network Management Service ("NMS") Select Management or Comprehensive Management. NMS Select Management and Comprehensive Management provide 12 or 24 Rental CPE configuration changes, 24x7 real-time monitoring, pro-active notification of problems or potential problems, and online reporting of the Rental CPE. Ethernet switch options are available on the Ethernet-based bundles, and VoIP configuration options are available with both Select and Comprehensive Management.
- 2. Eligibility and Restrictions. Customer must order all the applicable Service elements in the Managed Data Bundle at the same time under an Agreement with a 24 or 36, or 60 month Term.
- 2.1 Managed Data Bundle Ports and Local Access. The following CenturyLink IQ Networking Port bandwidths are available in a Managed Data Bundle: DS1 through 8xDS1, DS3 and Ethernet 5 Mbps and 10 Mbps through 100 Mbps in 10 Mbps (each a "Managed Data Bundle Port"). Ethernet Managed Data Bundle Ports 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 Managed 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 Managed Data Bundle.

| Eligibl | Eligible Rental CPE available with all Managed 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 |
| Managed Data Bundle (ADTRAN) | ADTRAN 908e w/ SBC [‡] | ADTRAN 908e w/ SBC [‡] | ADTRAN 908e w/ SBC [‡] | ADTRAN 4430 | ADTRAN 908e w/ SBC [‡] or 1335P** | ADTRAN NV5305 |
| Managed Data Bundle (Cisco) | Cisco 2921-VSEC | Cisco 2921-VSEC | Cisco 2921-VSEC | Cisco 2921-VSEC | Cisco 2921-VSEC | Cisco 2951 |

^{*}Bandwidths increase in 10 Mbps increments.

The Rental CPE must be configured and installed for use with a Managed 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.

- **2.3 Upgrade.** During a Service Term, Customer may upgrade its Managed Data Bundle to a higher bandwidth (a "Bandwidth Upgrade") if the Managed Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3. A "Managed Upgrade" means Customer may upgrade an existing Data Bundle Standard or a Data Bundle Pro to a Managed Data Bundle at the same bandwidth level or as a Bandwidth Upgrade if Customer orders the Managed Upgrade within this Attachment's Offer Period. Customer may upgrade from an existing Data Bundle Pro to a Managed Data Bundle at the same bandwidth without restarting a new Service Term for the upgraded Managed Data Bundle. Bandwidth Upgrades and Managed Upgrades are referred to as "Upgrades." Customer may need to amend the Agreement to adjust the Term with an Upgrade. Customer may upgrade a Managed Data Bundle with 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 that is the same or longer than the existing Service Term. Notwithstanding subsection (e) in this section, Customer is not required to 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.
- **Moves.** Customer may move a Managed 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.
- **Relocation.** Customer may relocate a Managed Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Managed 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 or the same Managed 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 Managed 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 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 Managed 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 Managed Data Bundle 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

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

^{*}Session Border Controller

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provided through CenturyLink IQ Managed Data Bundles. CenturyLink will not waive any Local Access ancillary charges, including Construction charges.

- 3.1 If Customer wishes to order a new Managed Data Bundle or modify an existing Managed Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Managed Data Bundle 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 Managed Data Bundle type, enter into a separate written amendment. If there is a conflict between a signed quote and the Summary Page, the quote will apply to the Upgrade or the new Managed Data Bundle that is specified on the quote
- 3.2 Managed Data Bundle Pricing. The Managed Data Bundle Port MRC includes the MRCs for the Managed Data Bundle Port, Rental CPE and NMS Select Management or Comprehensive Management. CenturyLink will waive End-to-End Performance Reporting MRCs. The Managed 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 Managed Data Bundle expires, CenturyLink may modify pricing for the Managed Data Bundle. Upgrades and additional Managed Data Bundle orders after an initial order may be subject to thencurrent 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 Managed Data Bundle begins on the date CenturyLink notifies Customer that a Managed Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of month as specified in Customer's order for a Managed 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 Managed Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Managed Data Bundle Service Term. Upon expiration of a Service Term, the Managed 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 Managed Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed 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 Managed Data Bundle Port Cancellation Charge equal to: (i) 100% of the Managed 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 Managed 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 Managed Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges 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 Managed 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 Managed Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Managed Data Bundles installed for at least 12 months, and (iii) Local Access Charges for all other Managed Data Bundles.
- **Moves.** When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Managed Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.
- (c) Relocation. When Customer has a Relocation, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Managed Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Managed 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 or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. 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 and any software licenses for all purchased Rental CPE. NMS will continue on the purchased Rental CPE as part of the Managed Data Bundle package only if Customer purchases separate maintenance. 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.
- **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 Managed Data Bundle, (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 Add-On Connection Cards as part of the 12 or 24 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

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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 a separate CenturyLink Service Provisions with separate charges.

| 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 Cisco 2921-VSEC | 5xDS1 through 8xDS1 | | | |
| Adtran 1335POE | Up to 10 Mbps | | | |
| Adtran 5305 and Cisco 2951 | DS3 | | | |
| Cisco 2921-VSEC | 5 Mbps and 10 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 | |

Miscellaneous. All other terms not specifically set forth in these Managed 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 Managed Data Bundle Provisions, the Service Provisions, and the remainder of the Agreement.