

CenturyLink has the ability to raise rates and change Services and Equipment, with notice to Subscribers, in certain instances. See Section 1(J) for applicable terms and conditions.

**CENTURYLINK PRISM TV SERVICES
SUBSCRIBER AGREEMENT**

This subscriber agreement ("Agreement") governs your use of digital television services, marketed as "Prism TV" and any other services that CenturyTel Broadband Services, LLC (or other, applicable CenturyLink operating company providing the Services at your location) ("CenturyLink") provides now or in the future via a digital television platform (collectively, "Services"). This Agreement will remain in full force and effect until terminated as provided for below. For purposes of this Agreement, the terms "we" or "us" or "our" refer to CenturyLink. For purposes of this Agreement, the terms "you" or "your" or "Subscriber" refer to you, the Services subscriber, including all other members and/or guests of the Subscriber Location where CenturyLink provides Services and Equipment.

THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH WE WILL PROVIDE SERVICES AND EQUIPMENT TO BOTH RESIDENTIAL AND BUSINESS SUBSCRIBERS. Unless a section is specifically noted as applying only to residential or business subscribers, respectively, the terms and conditions of this Agreement apply to both residential and business subscribers. **You should carefully read this Agreement, including the required use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and the limitations on the remedies available to you in the event of a dispute, as fully described in the "DISPUTE RESOLUTION" section of this Agreement.**

You must accept this Agreement as a condition of receiving Services and Equipment. If you are a residential subscriber, you must be at least 18 years of age to accept this Agreement, and by accepting this Agreement, you confirm you are an adult of at least 18 years of age. If you are a business subscriber, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed and in good standing where required to do business with all legal authority and power to accept this Agreement; and you are also confirming that this Agreement constitutes a valid and binding obligation of yours. All use of the Services and Equipment, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services and Equipment complies with this Agreement.

If you are a new Services subscriber, your enrollment in, activation of, or paying for Services constitutes your acceptance of this Agreement, and its terms and conditions will be legally binding upon you. If you do not accept this Agreement, do not use the Services and notify CenturyLink immediately to cancel the Services.

1. SERVICES

- A. Required CenturyLink Services; Optional Value-Added Services.** Services require you to subscribe to, at a minimum, a qualifying CenturyLink telephone service ("Qualifying Voice Services") at all times. If you cancel, terminate, or change your Qualifying Voice Services to non-qualifying services, CenturyLink may terminate or suspend your Services, and you will be responsible for charges described in the "Charges" subsection of this Agreement. In some locations, Services or Associated Services (as defined below) may require you to subscribe to qualifying CenturyLink High-Speed Internet services ("Qualifying HSI Services"). When required to have Qualifying HSI Services, you will be precluded from subscribing to high-speed Internet services from any other provider. If you cancel, terminate, or change Qualifying HSI Services to non-qualifying services, CenturyLink reserves the right to terminate or suspend Services or Associated Services and assess any applicable charges, including charges described in the "Charges" subsection of this Agreement. CenturyLink may make available for purchase or use at no charge optional value-added or associated services that complement, enhance your use or enjoyment of Services, or are available with Services (collectively, "Associated Services"). Associated Services may be made available or removed by CenturyLink at any time with or without notice to you. If CenturyLink removes an Associated Service for which there is a charge to you, CenturyLink will cease charging you for such Associated Service in a manner consistent with the terms of this Agreement. For purposes of this Agreement and except to the extent otherwise specified here or under any specific terms and conditions for an individual Associated

Service, all Associated Services are considered to be a subset of Services and included in such definition.

- B. Viewing Limitations.** Services are provided to you for your home or business location, depending on your type of Services subscription (each, a “Subscription Location”). You agree that the Services provided will not be viewed in a manner inconsistent with your type of Services subscription and you will not permit Services to be viewed in an area other than the Subscription Location (*e.g.*, a residential subscriber will not permit the Services to be publicly viewed outside his/her residence); provided, however, CenturyLink may make available an Associated Service allowing you to view Services through an online or mobile application on CenturyLink-approved devices and equipment, at no charge or for additional monthly and/or one-time charges. The Services may not be rebroadcast, transmitted, recorded in an unauthorized manner, or performed, nor may admission be charged for listening to or viewing any Services provided by us. If we later determine that you utilized your Equipment (as defined in the “EQUIPMENT” section of this Agreement), or sold, leased or otherwise gave possession or use of the same to a third party whom you knew or reasonably should have known intended to use such Equipment to permit the viewing of the Services in a manner inconsistent with your type of Services subscription (for example, Equipment assigned to a residential subscription being used to support a commercial establishment or any other area open to the public), we may terminate the Services and in addition to all other applicable fees, you agree to pay us the difference between the price actually paid for the Services and the full rate and charges associated with the type of Services subscription you were enabling. The payment of that amount and/or the termination of Services will not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise. Services are provided in standard definition, but you may choose to add high definition Services to your account for an additional monthly charge. High definition availability and the maximum number of high definition video streams available to a Subscriber depends on the actual location of the Subscription Location and does not depend on the number of set-top box receivers at the Subscription Location. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. **In our sole discretion and without liability to you, we may place restrictions on the use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of this Agreement.**
- C. Modem; Set-Top Box Receivers; Multiple Subscription Locations.** To independently tune televisions within your Subscription Location, a separate set-top box receiver (including tuner) is required for each television. The Services include a modem, which will be assessed a separate, monthly charge. You will be assessed an additional monthly charge for each set-top box in your Subscription Location. If you desire to receive Services at multiple Subscription Locations (including multiple residences within your dwelling or multiple business locations), you must open separate accounts for each Subscription Location. You agree that you will not directly or indirectly use a single account for the purpose of authorizing Services for multiple set-top box receivers that are not all located at the same Subscription Location. If we later determine that you have violated the terms of this section, we may terminate your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each set-top box receiver on the account, whether owned by you or not. The payment of that amount and/or the termination of Services will not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.

- D. Permission to Install Services and Equipment; Access; Site Preparation; Repair.** You represent and warrant that you have all rights necessary to authorize our installation and support of the Services and Equipment, including all necessary approvals to install, provide, repair, and/or maintain the Services and Equipment from any landlord or property owner other than you. When repairs or maintenance are needed, you agree to contact us for any technical and other Service support issues through the toll free numbers CenturyLink provides to you. In all instances, you will provide access to us or facilitate access for us upon our request during all hours consistent with the requirements of installation, repair, maintenance, and provision of Services, and you further grant to us and our subcontractors the limited right to come onto the property where the Subscription Location resides in your absence and without your prior consent in order to perform any repairs or maintenance on our facilities located outside or on the exterior of the applicable property. You will prepare the Subscriber Location to comply with Equipment manufacturers or our installation and maintenance specifications. You warrant that the Subscription Location is free of asbestos (whether encapsulated or exposed) and other hazardous materials as defined by federal or state law. If this warranty cannot be made prior to installing, repairing, or maintaining Services or Equipment, we will, in addition to any other legal or equitable remedies, (a) decline to make any Service or Equipment installations, repairs, or maintenance in areas known or suspected of containing hazardous materials; or (b) delay any Service or Equipment installation, repairs, or maintenance in areas known or suspected of containing hazardous materials until such areas or materials are resolved to our satisfaction.
- E. Physical Address; Moves.** When setting up your Services account, you agree to provide us with the physical street address where the Equipment will be located, and the physical street address that will constitute your billing address. A post office box does not constitute a physical address and is not sufficient to meet this requirement. If you move to another location (including a move within the same building), you are not guaranteed to have Services at that new location. CenturyLink must confirm that Services are available at that location, and additional or different charges may apply for Services at that location.
- F. Restrictions.**
- (1) General. You will not use the Services or Equipment in any manner not permitted by this Agreement, and you will not violate any law, rule, or regulation. You will not encourage or instruct any other individual or entity to do any of the foregoing.
 - (2) Abusive Behavior; Fraud. You will not harass, threaten, or defame CenturyLink, employees of CenturyLink, or any contractor or subcontractor of CenturyLink. You will not commit any fraud or act fraudulently in any way related to Services or Equipment, or enable or assist anyone in any fraudulent activities or behavior.
 - (3) Privacy. You will neither violate the privacy rights of any person or collect or disclose any personal address, social security number, or any other personally identifiable information without the written consent of the individual to which the information relates.
 - (4) Intellectual Property. You will not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity, including any such rights related to Services or Equipment. You will neither reproduce, publish, or disseminate the works of authorship of any other person or entity without the written permission of the copyright holder, nor reproduce, modify, adapt, prepare derivative works of, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit Services or the Equipment.
 - (5) Hacking, Viruses, and Network Attacks. You will neither access any account without authorization, nor attempt to penetrate or disable any security system. You will not intentionally distribute a virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any communications system or website. You

will not use any automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or Equipment. You will not attempt to access or otherwise interfere with the account of other users of Services or Equipment.

- G. Services and Equipment Under Special Arrangements.** Some subscribers may receive Services and Equipment through special arrangements with their landlord, property owner, or property developer or manager. If you have such an arrangement, this Agreement will apply to the Services and Equipment (except that CenturyLink may not directly charge you for Services and Equipment) provided to you as part of the special arrangement, and the Equipment return provisions may not apply to you. All charges and fees for Services to which you subscribe in addition to the special arrangement will be your responsibility. You may have an additional agreement or contract with your landlord, property owner, or property developer or manager that covers any applicable special arrangement. Any such additional agreement or contract is outside this Agreement and CenturyLink has no responsibility or obligations under such agreement, nor is bound by, the terms of such agreement. If the special arrangement with your landlord, property owner, or property developer or manager terminates, you will continue receiving Services and Equipment under CenturyLink's then-current, standard billing rates and terms and this Agreement.
- H. Promotions.** You may be eligible for certain discounts, features, promotions, and other benefits associated with your subscription to Services and Equipment, as we offer to you in marketing and informational materials (collectively, "Promotions"). All Promotions are provided to you so long as you continue to meet all qualification requirements, but each Promotion may be modified or terminated at any time as described in this Agreement or as described in the applicable Promotion materials. Unless otherwise set forth in the applicable Promotion materials, then-current, standard monthly rates, charges, and fees will be charged at the conclusion of the relevant Promotion period or when you no longer qualify for such Promotions.
- I. Recommendations.** When we provide you with the Services, we obtain and use information about programming watched, recorded or accessed through your account. We use this data, in part, to: 1) make general recommendations to all customers (e.g., what programming is most popular among all viewers, etc.); and 2) make specific recommendations to customers based on their individual viewing habits. You can opt out of receiving the specific recommendations if you would like to, but you cannot opt out of receiving the general recommendations. To opt out of the collection and use of your viewing habits, follow the instructions in the User Guide.
- J. Changes in Services, Equipment, or this Agreement.** We reserve the right to change the terms of this Agreement, the Services, Equipment, and our prices or fees related to the Services and Equipment at any time. If the change is material, we will provide you written notice of the change and its effective date. The notice may be provided on your billing statement or by other, reasonable method of notice at our sole discretion, which may include bill inserts, separate mailings to you, email notification, recorded announcement, or posting of changes to terms and conditions to the centurylink.com website. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation. We will not provide notice to you regarding price decreases or the expiration of promotional pricing, offers, and terms. Changes will become effective on the date described in any notice. In the event of a change in the contents of any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement the programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree you will not be entitled to any refund because of a change in the contents of any programming, programming packages, or other Services previously offered. **Your continued use of the Services after any change constitutes your acceptance of any such changes in Services, prices, terms, or conditions, and the revised Agreement. Your sole remedy for any material changes made by us is your right to cancel the affected Service or terminate this Agreement.**

2. EQUIPMENT

- A. Installation.** In order for you to receive the Services, it will be necessary for us to install certain reception or Service-enabling equipment consisting primarily of a modem, one set-top box receiver per TV installed, and any accompanying software, in addition to all reception or Service-enabling equipment and software that you may add in the future (collectively, "Equipment"). Equipment may be new or fully inspected and tested. We reserve the right to require you to purchase or rent the modem from us and disallow you to use any modem not provided or approved by CenturyLink in connection with the Services. You agree to pay all monthly charges assessed in connection with Equipment you rent from us to enable the Services, and pay all one-time charges assessed in connection with Equipment you purchase from us to enable the Services. The standard installation includes an initial, minimum number of set-top boxes per Subscriber account during the initial installation meeting. Additional installation charges will be assessed for each set-top box beyond the initial, minimum number of set-top boxes installed during the initial installation meeting. Additional installation charges also will be assessed for each set top box installed during subsequent installation meetings. You will provide reasonable cooperation to enable us or our agents to install, repair, or maintain Equipment.
- B. Set-Top Box Receiver.** Your set-top box receiver contains certain components and software which are proprietary to us or our suppliers. If you subscribe to the digital video recording ("DVR") service, CenturyLink may limit the number of set top box receivers on your Subscriber account that contains a DVR hard drive. Wireless set-top box receivers may be available in some locations, but the range of such wireless receivers is limited and coverage area may vary. CenturyLink reserves the right to limit the number of set-top box receivers that may be placed on a single account. The set-top box receiver is configured with digital rights management capability designed to prevent unauthorized duplication of copyrighted material. You agree that you will not try to tamper, modify, reverse-engineer, decompile or disassemble any software or hardware contained within your set-top box receiver, DVR hard drive, digital rights management capability, or modem. Such actions are strictly prohibited and may result in the termination of your Services and/or legal action. If a set-top box receiver is replaced for any reason, CenturyLink has no responsibility or obligation for any content, materials, or software on the replaced set-top box receiver. In such instances, any such content, materials, or software will not be saved or retained.
- C. Loss of Equipment.** If your Equipment is stolen or otherwise removed from your Subscription Location without your authorization, you must notify CenturyLink immediately, but in any event, not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of the Equipment. You may be liable for any unauthorized use that occurs after the date upon which we have received your timely notification.
- D. Equipment Ownership.** Equipment will at all times remain our sole and exclusive property and we will have the right, at our sole discretion, to replace it with new or reconditioned equipment and to remove the Equipment upon cancellation or termination of Services. None of the Equipment will be deemed fixtures or part of your realty. Our ownership of the Equipment may be displayed by notice contained on the Equipment. You will have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any work related to Equipment that we perform, including reinstallation, return of, or change in location of the Equipment, will be at the service rates in effect at the time of service. You will not attach any electrical or other devices to or otherwise alter the Equipment without our prior written consent. We have the right to make such filings as are necessary to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as are necessary for us to make such filings.
- E. Equipment Return following Service Cancellation or Termination; Return of Equipment Deposits.** Upon cancellation or termination of Services for any reason, Equipment must be returned to us as described below.

- (1) Equipment Return. You must return all Equipment to CenturyLink either (a) via direct return to the retail store (if CenturyLink advises you this option is available in your area); or (b) via a CenturyLink-designated delivery service. For return via delivery service, CenturyLink will send to your Subscription Location a box and a shipping label. Please put your equipment inside the box and place the shipping label on the outside of the box. You can drop the box at the designated delivery service location in your area. You can also call the designated delivery service and make arrangements for them to pick up the box. You will be responsible for charges related to the pickup of the box.
- (2) Applicable Charges. Equipment that is not returned to us, Equipment that is returned later than 30 days following Service cancellation or termination or such other date specified by CenturyLink, or Equipment returned to us in a damaged condition, will result in additional charges to you. We reserve the right to determine, in our sole discretion, whether Equipment is damaged and the applicable amount to assess you for such damages.
- (3) Deposit Return. If you provided a deposit for the Equipment, and we have not already returned it to you, and you are terminating all or a combination of CenturyLink services (including Services), we will return the deposit to you via invoice credit for the undamaged Equipment you actually return to CenturyLink via the process specified in subsections (1) and (2) above. If you provided a deposit for the Equipment, and we have not returned it to you, and you are terminating only Services, you must request (in writing or verbally to an authorized CenturyLink representative) that we refund the Equipment deposit to you. If you make such request, we will return the deposit to you via invoice credit for the undamaged Equipment you actually return via the process specified in subsections (1) and (2) above. We reserve the right to determine, in our sole discretion, whether Equipment is damaged. We will not return deposits for damaged Equipment.

F. Damage to Equipment. You will notify us promptly by providing written notice to CenturyLink as described in the “**Notice**” subsection of this Agreement of any defect in, damage to, or accident involving the Equipment. All maintenance and repair of the Equipment will be performed by us or our designees. We may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment, which determination will be made by CenturyLink, in its sole discretion. You are responsible for damage to the Equipment and Services located on your premises, excluding reasonable wear and tear or damage that we directly cause.

G. Software.

- (1) End User License Agreements. Use of Services, including Associated Services, and Equipment may require or enable you to download, install, or use certain software that is owned by CenturyLink or third parties. By downloading, installing or using such software, you are agreeing to abide by the applicable terms of this Agreement. To utilize any licensed software associated with the Services or Equipment provided by our software vendors or licensors, you must agree to applicable software end user license agreements governing such software. If you decline, you will not be able to use the Services or Equipment. All such software end user license agreements are solely between you and our software vendors/licensors. We have no obligations or responsibility for such software. Your sole rights and obligations related to such software, in any way, are governed by the terms of your software license agreements with our vendors and licensors. You are responsible for any software not provided by our software vendors and licensors, including installation, operation, and maintenance. If any of your software impairs the Services, Equipment, or any of our products or services, we may, in our sole discretion, suspend the Services until you remedy such impairment or we may disconnect the Services. You also will continue to pay us for Services during any such impairment or Service suspension. CenturyLink and our software vendors and licensors have no liability if changes in Services or Equipment causes any of equipment or software you have provided to become obsolete, require alteration, or perform at lower

levels. If any required or necessary software for the Services or Equipment is not accompanied by a software end user license agreement, CenturyLink grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use such software only for purposes in association with Services or Equipment, as applicable, and such license extends only to Subscriber's own use of such software. Software may be used in the United States only, and any export of the software is strictly prohibited.

- (2) No Modification. In all instances, you may not modify any 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 which appear or are used in connection with the software, Services, or Equipment. You agree that the software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by CenturyLink or a third-party. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the software to a human readable form.
- (3) Ownership. You acknowledge that CenturyLink or its software vendors and licensors 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. You are not granted any ownership rights in the software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the software to anyone else.
- (4) Updates, Upgrades, or Changes. CenturyLink may alter, update, upgrade or change the software and related settings on Equipment at any time. You agree to cooperate with CenturyLink in performing such activities. A program downloaded to Equipment when Services are installed will perform automatic updates to certain Service-related software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with the CenturyLink Privacy Policy.
- (5) License Termination. Your license to use software will remain in effect until terminated by CenturyLink or its software vendors and licensors, or until Services are terminated. If you subscribe to or otherwise use any third party services offered by CenturyLink in connection with the Services or Equipment, your use of such services is subject to the end user license agreement of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of Services.

- H. Electrical Wiring.** You acknowledge that CenturyLink may use existing wiring or alter existing wiring at the Subscription Location. You warrant that you own such existing wiring or have approvals from any landlord or property owner other than you to permit CenturyLink to use such existing wiring. You are responsible, at your expense, for all ground wire connections at the Subscription Location. You will also ensure availability of a separate electric source, circuits and power with suitable outlets at the Subscription Location. You will pay the cost of electricians or conduit, if required.
- I. Proper Use.** You will properly use Equipment and will not, nor will you permit or assist others to, use Equipment for any purpose other than its intended purpose, fail to maintain a suitable environment according to the manufacturer's specifications, or tamper with Equipment. If you fail to comply, you will release us from our performance and liability obligations (including any warranty or indemnity obligations) to you and you will pay us all costs or damages we incur as a result of your breach.
- J. Non-CenturyLink Equipment.** You are solely responsible for the compatibility and non-infringing use of any equipment other than Equipment that you add to, or otherwise used in

conjunction with Equipment. Your use or combination of non-compatible or infringing equipment will, at our option, void any remaining warranty on Equipment or any Services that are adversely affected.

3. TRANSFER OF SERVICES OR EQUIPMENT; ASSIGNMENT; VACATION SERVICES.

- A. No Resale, Distribution, or Transfer; Assignment.** You will not resell, distribute, or transfer this Agreement and/or the Service or Equipment via any means unless CenturyLink approves in advance and such action is consistent with CenturyLink policies and procedures. CenturyLink may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you. You may not assign or transfer your Services or Equipment without our written consent.
- B. Vacation Service.** We offer a vacation option for Services. You must contact CenturyLink customer service and request to activate this option. We will keep the vacation option on your account until you notify us, up to a maximum of 6 months from the date that we activate the vacation option. Under the vacation option, no Service will be available and you will not attempt to use Services in any way. But all Services will remain on your account and we will invoice you for the current monthly recurring charge for Services under the vacation option. We will not invoice you for Service features during the vacation period, but all applicable taxes, fees, and surcharges will continue to be assessed while you are on the vacation option.

4. BILLING AND PAYMENT

- A. Charges.** We will bill you for Services on a monthly basis based on current prices and charges provided to you or posted to <http://www.centurylink.com>, and listed in any written information that we provide to you. In the event of conflict among these prices and charges, the most-current prices and charges govern. You agree to pay these charges and also, if applicable, any activation fees, installation charges (including charges related to unique installation requirements at your Subscription Location), Equipment charges, repair charges, replacements charges, connection charges, usage charges, monthly fees, monthly minimums, any other fees, surcharges, assessments, taxes, and federal, state, and local government or quasi-government imposed or permitted charges. Taxes and government fees and surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. You agree to pay all taxes, franchise fees, surcharges, assessments, and other fees that are related to the Services or Equipment and included on your invoice or bill, unless you are exempt from these payments and provide documentary evidence of such exemption to us. Upon the cancellation or termination of Services for any reason prior to the end of a billing cycle, we will charge you the pro-rated monthly recurring charges for Services during the billing cycle (along with all applicable nonrecurring charges, taxes, franchise fees, surcharges, and other fees).
- B. Billing.** Monthly recurring charges (“MRCs”) for your Services begin accruing when the Services are available for your use. You may be invoiced a prorated portion of any MRCs in the initial month of service. MRCs are billed in advance, while any usage charges, including video-on-demand and pay-per-view Services, generally are billed in arrears. If your monthly charges net to \$0, you may not be mailed a paper invoice. Invoice information will remain available in your account information located at <http://www.centurylink.com> or by calling us at the customer service number listed on your invoice, and an additional fee may be charged for invoice reprints.
- C. Payment.** You must pay all charges applicable to your Services, including all applicable taxes, fees, activation fees, and surcharges, in U.S. currency. Your payment due date will be set forth on your invoice. For each month in which any portion of your Services or Equipment charges are not paid by the due date on your invoice, we may charge you a late payment fee or interest on those unpaid balances equal to the maximum amount or interest rate, respectively, allowed by law. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys’ fees. We may charge you an

insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment (even those marked, "PAID IN FULL") and late payment charges will not constitute waiver of any of our rights to collect the full amount due under this Agreement.

- D. Disputed Charges.** Except as otherwise provided by applicable law, disputes concerning any invoiced charges must be raised within 30 days of the invoice date. You accept all charges not disputed within 30 days. However, you may dispute charges resulting from your failure to return Equipment to us in the manner and according to the timelines described in the "**EQUIPMENT**" section of this Agreement after the 30-day period described in this section, but such dispute may only specifically relate to the charges assessed for the return of the Equipment. CenturyLink and its customers waive all rights of subrogation against each other in connection with Services. To dispute a charge on your invoice, you must follow the dispute procedures in this Agreement.
- E. Credit Check; Deposits; Credit Limits.** Our provision of Services and Equipment to you is subject to our approval of your credit. As part of the credit approval process, CenturyLink may review your credit history on file with us and any credit reporting agency, and may require you to provide a deposit, advance payment, or other security prior to providing you with Services and Equipment. In addition, if your financial circumstance or payment history becomes reasonably unacceptable to CenturyLink after subscribing to Services, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services and Equipment. Your failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide your payment history or other billing/charge information to any credit reporting agency or industry clearinghouse. If you fail to pay for Services or Equipment when due, we may, without providing notice to you, apply your deposit or advance payment to the amount owed. If you refuse to make a deposit or advance payment or otherwise establish acceptable credit, we reserve the right to refuse to provide you Services and Equipment, or terminate your existing Services and Equipment and assess any application termination fees. As we determine in our sole discretion and to the extent permitted by applicable law, we may set a credit limit on your account at any time. We may restrict the Services to which you have access if you exceed this credit limit. Once you establish and maintain a sufficient credit history with us, we may, in our sole discretion, return all or part of your deposits back to you in the manner we prescribe. Our deposit return policy related to Equipment only is described in the "**EQUIPMENT**" section of this Agreement.
- F. Early Termination Fee.** If you signed up for a plan that required you to agree to a term commitment for Services, you hereby agree to pay for the Service for that term ("**Term Plan**"). Your Term Plan begins on the installation date. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Services plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR SERVICES UNDER A TERM PLAN ARE TERMINATED BY YOU OR BY US BEFORE COMPLETING THAT TERM PLAN, THEN YOU AGREE TO PAY CENTURYLINK THE FOLLOWING EARLY TERMINATION FEE: either (a) an amount equal to \$10 or \$20, depending on the promotional offer or equipment involved, multiplied by the number of months remaining in the then-current term commitment, or (b) such other amount as may be identified to you in a promotional offer (each, an "**Early Termination Fee**"). The Early Termination Fee described in this section represents our reasonable liquidated damages and is not a penalty.

5. CANCELLATION OF SERVICE

- A. Services Provided Month-to-Month or Under a Term Plan.** We provide Services and Equipment on either a month-to-month basis or under a Term Plan. For Services and Equipment offered on a month-to-month basis or under a Term Plan, this Agreement applies until either party terminates Services. If you continue to purchase Services and Equipment on a month-to-month

basis after completion of the applicable Term Plan, this Agreement will continue to apply to such Services and Equipment.

- B. General Right to Cancel Services.** We or you have the right to cancel the Services for any reason at any time by notifying the other, including by providing written notice to the other as described in the **“Notice”** subsection of this Agreement. But the method by which you may terminate Services depends on whether you are terminating Services only, or all or a portion of CenturyLink services (including Services). If you are terminating Services only, you must return the Equipment by following the process described in the **“EQUIPMENT”** section of this Agreement. You cannot terminate Services only via any other method. If you are terminating all or a portion of CenturyLink services (including Services), you may terminate either by (1) returning the Equipment to a CenturyLink retail store and requesting termination at that time, or (2) calling the provided CenturyLink-provided customer service number and terminating such services (including Services). Please note that using method (2) above to terminate services (including Services) does not change your obligation, as described in the **“EQUIPMENT”** section of this Agreement, to return Equipment to CenturyLink or require CenturyLink to return any Equipment deposits to you until the Equipment is returned to us. In all instances, we reserve the right to assess you the Early Termination Fee, when applicable, as described in this Agreement.
- C. CenturyLink’s Right to Cancel Services.** We have the right to terminate your Services at any time without providing notice to you if: (1) you fail to pay your bill in full when it is due; (2) we receive confirmation that you have received the Services, or any part of the Services, without paying for them; or (3) you otherwise violate the terms of this Agreement. In all instances, we reserve the right to assess you the Early Termination Fee, when applicable, as described in this Agreement.
- D. Payment Responsibilities after Cancellation of Service.** If your Services are cancelled for any reason, you are still responsible for payment of all outstanding balances accrued, including any applicable taxes, franchise fees, other fees, and surcharges. You are also responsible for the Early Termination Fee described in **“BILLING AND PAYMENT”** section of this Agreement, if applicable.
- E. Force Majeure Events.** We will not be responsible for any delay, interruption, or other failure to perform under the Agreement due to acts beyond our control (“Force Majeure Events”). Force Majeure Events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier’s activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond our reasonable control.

6. LIMITATIONS OF LIABILITY

A. Disclaimer of Warranties.

- (1) General. CENTURYLINK PROVIDES ALL EQUIPMENT AND SERVICES “AS IS” AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING ANY EQUIPMENT OR SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. NO ADVICE OR INFORMATION CENTURYLINK PROVIDES WILL CREATE A WARRANTY WITH RESPECT TO THE ADVICE PROVIDED OR THE SUBJECT MATTER OF SUCH ADVICE.
- (2) Provision and Operation. CENTURYLINK DOES NOT WARRANT OR GUARANTEE THAT SERVICES CAN BE PROVISIONED AT YOUR DESIRED SERVICES LOCATION OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF CENTURYLINK HAS ACCEPTED YOUR ORDER FOR SERVICES. PROVISIONING OF SERVICES IS SUBJECT TO

NETWORK AVAILABILITY AND OTHER FACTORS. IN THE EVENT YOUR DESIRED SERVICES LOCATION IS NOT PROVISIONED FOR REASONS DESCRIBED IN THIS SUBSECTION, NEITHER YOU NOR CENTURYLINK WILL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN EQUIPMENT TO CENTURYLINK). CENTURYLINK DOES NOT WARRANT OR GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICES OR EQUIPMENT. CENTURYLINK WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT, OR CENTURYLINK.

- B. Direct Damages.** CenturyLink is not liable for any damages arising out of or in connection with any: (1) act or omission by you, or another person or entity; (2) provision or failure to provide Services, including deficiencies or problems with any Equipment used in connection with the Services, our networks or Services (for example, transmission failures, interruptions in Services, etc.); (3) content or information accessed while using Services or Equipment; or (4) interruption or failure in accessing or attempting to access Services or information through your use of the Services, including any failures caused by Equipment. IF, FOR ANY REASON, CENTURYLINK IS FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OR EQUIPMENT OBTAINED THROUGH CENTURYLINK AND THIS LIMITATION IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE PRO-RATED MONTHLY RECURRING CHARGES (EXCLUDING ALL NONRECURRING CHARGES, FEES, SURCHARGES, AND TAXES) YOU HAVE PAID FOR THE AFFECTED SERVICES DURING THE AFFECTED PERIOD.
- C. NO CONSEQUENTIAL OR OTHER DAMAGES.** UNDER NO CIRCUMSTANCES IS CENTURYLINK LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY, OR COST OF REPLACEMENT SERVICES.
- D. Indemnification.** You will indemnify and defend CenturyLink, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all third-party claims, damages, losses, or liabilities, including reasonable attorneys' fees and punitive damages, arising from or relating to: (1) any violation of applicable laws, regulations, or any provision of this Agreement, (2) installation of, connection to, modification of, repair to, provisioning of, or use of the Services or Equipment, (3) death of any person, (4) damage to personal or real property, or (5) any incorrect or misleading information, or claims for libel, slander, invasion of privacy, identity theft, or intellectual property infringement with respect to the Services or Equipment, that is alleged to have resulted, in whole or in part, from your negligent acts or omissions, the negligent acts or omissions of your contractors, subcontractors, directors, officers, employees, or authorized agents, or the negligent acts or omissions of any person who uses the Services or Equipment with or without your permission.
- E. Infringements.** You understand that you may be held liable under both civil and criminal law for infringements of the intellectual property rights of others, including liability for damages, fees, attorney's fees, and criminal liability including fines and imprisonment.
- F. Other Users.** It is your responsibility to impose any restrictions on viewing by you, other members of your household, or guests, and we will have no liability to anyone due to or based on the content of any of the Services furnished to you.

- G. Extension of Limitations.** All limitations and disclaimers in this section also apply to CenturyLink’s third-party licensors, content providers, and supplies, as third party beneficiaries of this Agreement.
- H. Coverage and Survival.** The remedies described in this Agreement are your sole and exclusive remedies. You may have additional rights under certain laws (such as state consumer protection laws), which do not allow certain exclusions or limitations. All provisions of this limitations of liability section will survive and continue to apply after this Agreement is canceled or terminates.

7. DISPUTE RESOLUTION.

A. Dispute Process. Most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting our customer service department or through our website. If the customer service department is unable to resolve a complaint you may have to your satisfaction or if CenturyLink has not been able to resolve a dispute it has with you after attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.

B. MANDATORY ARBITRATION OF DISPUTES. YOU AND CENTURYLINK AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND (“CLAIMS”) AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR CENTURYLINK’S SERVICES, SOFTWARE, BILLINGS, ADVERTISINGS, OR EQUIPMENT. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE BROADLY INTERPRETED AND APPLIES TO, AMONG OTHERS: ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY; ALL CLAIMS THAT AROSE PRIOR TO YOUR RECEIPT OF SERVICES FROM CENTURYLINK (SUCH AS FROM ADVERTISINGS) OR PRIOR TO THIS AGREEMENT; ALL CLAIMS THAT ARISE AFTER THE TERMINATION OF CENTURYLINK’S SERVICES TO YOU OR AFTER THE TERMINATION OF THIS AGREEMENT; ALL CLAIMS YOU MAY BRING AGAINST CENTURYLINK’S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES; AND ALL CLAIMS THAT CENTURYLINK MAY BRING AGAINST YOU. THE SOLE EXCEPTION TO THIS ARBITRATION AGREEMENT IS THAT EITHER YOU OR CENTURYLINK MAY, IN THE ALTERNATIVE, BRING CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION. YOU AND CENTURYLINK AGREE, HOWEVER, THAT NEITHER CENTURYLINK NOR YOU WILL JOIN ANY CLAIM WITH A CLAIM OR CLAIMS OF ANY OTHER PERSON(S) OR ENTITY(IES), WHETHER IN A LAWSUIT, ARBITRATION, OR ANY OTHER PROCEEDING. YOU AND CENTURYLINK AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE, THAT NO CLAIMS WILL BE RESOLVED ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATOR OR ARBITRATION FORUM WILL HAVE JURISDICTION TO ADJUDICATE OR DETERMINE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY.

- (1) Arbitration Procedure. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice” or “Notice of Dispute”). The Notice to CenturyLink should be addressed to: 600 New Century Parkway, New Century, KS 66031, Attn: Vice President, Commercial Law (“Notice Address”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“Demand”). If CenturyLink and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or CenturyLink may commence an arbitration proceeding. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with the American Arbitration Association (“AAA”), the arbitrator will be selected according to the AAA’s procedures and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”), and claims will be resolved

pursuant to this Mandatory Arbitration of Disputes provision and the AAA's rules in effect when the claim is filed. Claims also may be referred to another arbitration organization if you and CenturyLink agree in writing or to an arbitrator appointed pursuant to section 5 of the FAA. The arbitration will be confidential, but you may notify any government authority of your claim. At your election, arbitration hearings will take place in the federal judicial district of your Subscription Location.

- (2) Arbitrator's Authority. The arbitrator is bound by the terms of this Agreement, and the arbitrator's authority is limited to claims between you and CenturyLink alone. The arbitrator has no authority to join or consolidate claims, or adjudicate joined or consolidated claims, unless you and CenturyLink agree in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Mandatory Arbitration of Disputes provision are for the court to decide. The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. The arbitrator can award the same damages and relief that a court can award, including the award of declaratory or injunctive relief; provided, however, that any declaratory or injunctive relief may only be in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
- (3) Costs of Arbitration. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. If the arbitration proceeding is decided in CenturyLink's favor, you shall reimburse CenturyLink for the fees and costs advanced to you only up to the extent awardable in a judicial proceeding. If the arbitration proceeding is determined in your favor, you will not be required to reimburse CenturyLink for any fees and costs advanced by CenturyLink. If a party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorneys' fees and costs incurred in that appeal. Notwithstanding anything to the contrary in this Mandatory Arbitration of Disputes provision, CenturyLink will pay all fees and costs that it is required by law to pay.
- (4) Changes. Notwithstanding any provision in this Agreement to the contrary, you agree that if CenturyLink makes any future change to this Dispute Resolution provision (other than a change to the Notice Address listed above) during the period of time that you are receiving Services, you may reject any such change by sending CenturyLink written notice within 30 days of receiving notice of the change. Your rejection notice must be sent to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No changes, however, that are made to this provision after either party has submitted a Notice of Dispute shall be effective as to your and CenturyLink's pending dispute and/or arbitration.
- (5) Governing Law, Enforcement, and Waivers. The Federal Arbitration Act, and not state law, applies to this Dispute Resolution provision and its provisions and, governs all questions of whether a claim is subject to arbitration. If any portion of this Dispute Resolution provision is determined to be invalid or unenforceable, the remainder of the provision remains in full force and effect. If for any reason, the above provisions on arbitration are held unenforceable or are found not to apply to a claim, you and CenturyLink waive the right to a jury trial on your respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the

party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

8. MISCELLANEOUS

- A. Notice.** If we send you a notice, it will be considered given when deposited in the U.S. Mail or with overnight courier mail, addressed to you at your billing address, hand-delivered to you, or distributed via email to the then-current email address provided to us by you. Our notice to you will also be effective if provided on your billing statement or, when posted online, the actual date such notice is posted to <http://www.centurylink.com>. If you have a dispute or want to provide notice to us related to any matter, you agree to notify CenturyLink customer service at the number listed on your invoice and provide all requested information, or write us at 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department. You agree that CenturyLink may contact you via email at the email address you provide to us when you order Services or any subsequent email address you provide us. You will provide us with any changes to your email address by updating that address in the manner prescribed to you by CenturyLink.
- B. Applicable Policies.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Acceptable Use Policy and Privacy Policy, both as posted to <http://www.centurylink.com/Pages/AboutUs/Legal>, and incorporated by this reference, when you use Services. If you do not agree with the terms of any of these policies, do not purchase or use Services.
- C. Account Security.** You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your CenturyLink account, password, user ID, or IP address. You agree to immediately notify CenturyLink if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with the Customer either for profit or not for profit) or unauthorized disclosure or use of your CenturyLink account, password, user ID, or any credit or charge card number provided to CenturyLink by calling the customer service number listed on your invoice. You also agree to periodically change your passwords. You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including adding new Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access your Services, such as through the Internet. You acknowledge this risk as inherent to the shared nature of the Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.
- D. Applicable Law.** This Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal law, applicable rules and regulations of the Federal Communications Commission, and the laws and regulations of the state and local area where Services are provided. This Agreement is subject to amendment, modification or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions.
- E. Other.** The terms and conditions of this Agreement, including all referenced documents and items incorporated here as posted to one of our websites, supersede all previous representations, understandings or agreements, and will supersede the terms and conditions of any order previously submitted, or prior price quoted. This Agreement contains the entire agreement between CenturyLink and you, and the written or oral statements of any salesperson, installer, customer service representative, authorized retailer, or other individual does not change the terms of this Agreement. If any term of this Agreement is held invalid, illegal or unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. The terms of this Agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, will continue

thereafter until fully performed. If either you or CenturyLink fails to enforce or waives any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future.