

These terms and conditions describe Centurion maintenance service provided by CenturyLink local exchange carriers in their respective EMBARQ and CenturyTel operating territories. CenturyLink Select Advantage Centurion maintenance service provided by CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC is offered under a separate contract.

**CENTURYLINK® CENTURION™ MAINTENANCE
SERVICE ANNEX**

This CenturyLink Centurion Maintenance Service Annex, together with the applicable cover agreement and the equipment list, (collectively, the "Agreement"), will govern CenturyLink's provision and Customer's use of CenturyLink's equipment maintenance services. The Standard Terms and Conditions for Communications Services will also apply to the extent incorporated by the applicable cover agreement.

1. DEFINITIONS.

- 1.1 Advance Replacement or AR** means CenturyLink will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement.
- 1.2 Business Hours** mean 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding CenturyLink-observed holidays.
- 1.3 Covered Hours for Repairs.**
 - A.** For the Standard Plan, "Covered Hours" means Business Hours.
 - B.** For the Premium Plan, "Covered Hours" means 24 hours a day, 365 days a year. Any references to "Extended Plan" in the Agreement mean the "Premium Plan."
- 1.4 End of Life ("EOL")** means, among other possible EOL causes, that the Equipment or Software has been discontinued by the original equipment manufacturer or that CenturyLink is unable to obtain spare parts, any kind of manufacturing, design, engineering, or technical support in the ordinary course of business from the original equipment manufacturer, any inherent Equipment or Software design defects will remain unresolved, no further Software patches or firmware updates are available, or replacement Software media is discontinued.
- 1.5 Engagement** means when the CenturyLink Customer Service Center (the "Center") confirms with Customer both entitlement to support and technician assignment.
- 1.6 Equipment** refers to CenturyLink-serviced hardware and software to be covered by this Agreement as identified in the Equipment List attached to this Agreement, excluding any items identified by CenturyLink as "Vendor Serviced Equipment."
- 1.7 Field Replaceable Unit** means a similar or equal circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.
- 1.8 Maintenance Release** means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.
- 1.9 Manufacturer Discontinued ("MD") means** that the Equipment or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Equipment designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.
- 1.10 Response means**
 - A.** For remote-only maintenance, the period of time between when CenturyLink and Customer determine a Field Replaceable Unit requires replacement and when AR Equipment is delivered to Customer site.
 - B.** For on-site maintenance, the period of time between the following: (1) CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (2) the CenturyLink technician arrives at the site of the Equipment.
- 1.11 Service** means the services provided by CenturyLink to Customer under this Agreement.
- 1.12 Software** means the machine-readable object code software programs licensed or sublicensed to Customer by CenturyLink under separate agreements for use with CenturyLink-provided equipment.

- 1.13 **System Integrity** means: (A) CenturyLink is Customer's channel partner of record for Equipment; and (B) all system hardware covered by this Service or other CenturyLink maintenance services.
- 1.14 **Vendor Serviced Equipment** means devices identified accordingly by CenturyLink on the Equipment List that are serviced directly by the Equipment manufacturer or other manufacturer-approved third party and that is subject to limited coverage from CenturyLink under this Agreement.

2. TERM.

- 2.1 The Term for Services will have the duration ("Order Term") specified in the applicable cover agreement or in a subsequent Order. The Term for Services will commence on the last of:
- A. the date that the Equipment is installed and deemed accepted;
 - B. the date the Equipment warranty period (if applicable) expires; or
 - C. the date this Agreement is signed by Customer and accepted by CenturyLink.
- 2.2 For Equipment identified as End of Life by CenturyLink, Customer may not extend the Term under any circumstances.

3. SCOPE OF SERVICE.

3.1 CenturyLink Responsibilities.

- A. **All Equipment except EOL and MD Equipment and Software.** CenturyLink will use commercially reasonable efforts to perform the following tasks:
- (1) Accept trouble reports 24 hours per day, 7 days per week, including CenturyLink-observed holidays.
 - (2) Perform trouble isolation during Covered Hours.
 - (3) Respond on-site during Covered Hours if CenturyLink and Customer determine an on-site response is required.
 - (4) If Customer and the Center determine an AR Product is required, CenturyLink will (a) deliver to Standard Plan customers the AR Equipment during Covered Hours the next business day provided the need for Response was made before 3:00 PM; or (b) deliver to Premium Plan customers the AR Equipment within four hours.
 - (5) Arrive at Customer's site with all required replacement parts.
 - (6) Provide parts, labor, and material required to maintain Equipment in compliance with manufacturer's service specifications. CenturyLink will support all active software provided by the Equipment manufacturer. Replacement parts will be, at CenturyLink's sole discretion, either new or of like-new quality.
 - (7) Install and configure all mandatory manufacturer-supplied, manufacturer-supported Maintenance Releases associated with the Equipment to correct a reported outage or service issue.
 - (8) Provide Equipment configuration and troubleshooting support by telephone, facsimile, or electronic mail.
 - (9) Provide work-around solutions to reported Software problems.
 - (10) If, in responding to a trouble report, CenturyLink identifies a malfunction in Vendor Serviced Equipment, CenturyLink will promptly pass the service issue to the Equipment manufacturer or other manufacturer-approved third party for resolution.
- B. **EOL and MD Equipment and Software.**
- (1) **Limitation.** CenturyLink is not responsible for any delay or inability to provide Services for Equipment or Software designated as EOL or MD. CenturyLink will make reasonable efforts to repair EOL or MD Equipment or Software. CenturyLink will bill Customer separately for any hardware, replacement parts or software that is not commercially available to support EOL or MD Equipment or Software. CenturyLink will invoice Customer for vendor costs incurred in support

of EOL or MD Equipment or Software. CenturyLink is not responsible for any enhancements, additions, changes, modifications or new features that are needed to maintain Customer's EOL or MD Equipment or Software in its existing state.

- (2) **Resolution.** CenturyLink will provide reasonable efforts to resolve EOL or MD Equipment and Software failure issues by utilizing vendor and internal resources. CenturyLink will invoice Customer for all costs incurred to resolve Customer's issues resulting from designated EOL or MD Equipment or Software. If resolution of an issue is not possible or not available under circumstances described in the Agreement or this Annex, Customer acknowledges that a system upgrade or complete replacement (if available) may be required to retain functionality. A system upgrade or replacement is not covered under the Agreement or any order to the Agreement, and will result in additional charges for all labor and materials.

3.2 Customer Responsibilities. Customer will perform the following tasks:

- A. Provide information to assist CenturyLink in determining Service entitlement.
- B. Provide serial numbers and specific location of the Equipment.
- C. Assist CenturyLink in accessing the Equipment either (1) remotely by modem or Internet or (2) onsite by providing full and free access to the Equipment subject to Customer's reasonable internal security requirements.
- D. Provide 30-day notice to CenturyLink of any changes to the Equipment listed on Agreement.
- E. Provide five-day notice to CenturyLink of any changes to the personnel authorized to contact CenturyLink.
- F. Perform due diligence to protect the Equipment from abuse and misuse.
- G. Comply with all manufacturer environmental requirements.

3.3 Billable Services.

- A. **Problem Isolation and Other Billable Services.** In the event CenturyLink spends time (1) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Equipment, or (2) performing any services at Customer's request except as provided in this Agreement, CenturyLink will charge Customer for Billable Services at its then-current time and material rates.
- B. The following rate elements may apply to Billable Services:
 - (1) **Rates.** Billable Services will be billed at CenturyLink's then-current time and materials rates.
 - (2) **Overtime Rate.** Calls performed outside of business hours will be billed at CenturyLink's then-current overtime labor rates.
 - (3) **Service Charge.** A service charge to cover CenturyLink's travel time will be applied to each Billable Service call. The charge will be at CenturyLink's then-current Centurion service charge rates.
 - (4) **Expedite Fees.** An expedite fee will be applied whenever Customer requests that CenturyLink expedite Billable Services beyond normal response times. The charge will be at the then-current Centurion Expedite Fee Rates.
 - (5) **Minimum Rate.** Billable Services are billed in 15 minute increments, with a minimum of one hour billed for work performed during Business Hours. Work performed outside of Business Hours is billed at overtime rates with a minimum of two hours.

4. TROUBLE REPORTS.

- 4.1 Trouble Classifications.** Customer will report problems with the Equipment to the Center and CenturyLink will follow then-current methods and procedures to resolve the trouble report. CenturyLink will work each reported problem based on priority as defined below:

- A. **Priority 1 (High) – Service Outage.** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by CenturyLink to aid in problem diagnosis and provide remote or on-site access to the Equipment. Examples of Priority 1 (High) – Service Outages are:
 - (1) Total network element outage;
 - (2) Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America); and
 - (3) Total loss of the ability of the system to provide any required critical major alarms.
 - B. **Priority 2 (Medium) – Service Affecting Impairment.** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of Priority 2 (Medium) – Service Affecting Impairment are:
 - (1) A reduction in capacity or traffic handling capability such that expected loads cannot be handled;
 - (2) Failure resulting in dynamic routing, switching capability or transport loss; and
 - (3) System restarts, whether or not the system has recovered or not, and where root cause has not been defined.
 - C. **Priority 3 (Low) – Service Affecting Intermittent Impairment.** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of Priority 3 (Low) – Service Affecting Intermittent Impairment are:
 - (1) Traffic impacting system restarts; and
 - (2) Disruption of billing or accounting capability.
 - D. **Priority Level 4 – Customer Inquiry.** These are issues that require CenturyLink technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.
5. **DEFECTIVE PRODUCT RETURN.** Customer must return defective Equipment within 10 days of AR Equipment shipment. CenturyLink retains the option to charge Customer for non-returned Equipment plus \$300.00 service charge.
6. **SERVICE LEVEL OBJECTIVE.**
- 6.1 Except for EOL and MD Equipment or Software, CenturyLink will make commercially reasonable efforts to:
 - A. Complete Engagement within one hour after Customer initiation of a trouble report; or
 - B. If Customer and the Center determine that a Response is required, complete Response during Covered Hours:
 - (1) For the Standard Plan, the next business day provided that the need for Response was made before 3:00 PM; or
 - (2) For the Premium Plan, within four hours after such determination was made.
7. **PREVENTIVE MAINTENANCE.** Manufacturer of the Equipment may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Equipment. CenturyLink will provide preventative maintenance information and or guidelines per manufacturer requirements.
8. **SOFTWARE.**
- 8.1 **Software.** Customer will use and maintain a level of Software supported by the manufacturer or as may be required to correct a Customer-reported Software problem; be solely responsible for the comprehensive back up of magnetically or electronically stored data for its Equipment; and

purchase and install manufacturer-approved third party anti-virus software and all associated licenses.

8.2 Acknowledgement – EOL and MD Equipment. Customer acknowledges that manufacturers develop Life Cycle Management policies regarding MD or EOL status outside the control of CenturyLink and that the Equipment and Software covered under the Agreement are subject to those policies.

A. Required Upgrades.

(1) Customer acknowledges that vendors may develop products and services that do not consider or support EOL or MD Equipment or Software. These vendors may sell or mandate equipment or software upgrades to supported system which could cause service problems for EOL or MD Equipment or Software residing on Customer's network. In these cases, vendors will support neither the EOL or MD Equipment or Software nor provide patches to correct issues resulting from these additions or changes.

(2) Customer agrees to upgrade any EOL or MD Equipment or Software within the timelines required by CenturyLink, in its sole discretion. Customer will pay all additional maintenance charges resulting from or associated with these upgrades, or any other upgrades required by CenturyLink or any vendor. These charges may include, but are not limited to, service charges and installation charges. CenturyLink, in its sole discretion, may terminate the Agreement if Customer fails to make required upgrades by the CenturyLink-required deadlines.

9. SYSTEM INTEGRITY. To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.

10. LIMITATIONS.

10.1 Service Exclusions. Service does not include any of the following:

- A. Equipment not on Equipment List to the Agreement;
- B. Software not on the Equipment List to the Agreement unless embedded in the Equipment;
- C. Products missing serial numbers or other identification required by the manufacturer;
- D. Problems caused by integration with non-CenturyLink provided hardware or software;
- E. Problems associated with Operating Systems not provided by CenturyLink;
- F. Product failure due to manufacturer excluded causes such as accident, abuse or misuse;
- G. Product failure due to non-compliance of electrical or environmental requirements;
- H. Product usage not in accordance to manufacturer specification;
- I. Failure of Customer to follow proper operating procedures;
- J. Servicing not authorized by CenturyLink; or
- K. Upgrades of software that provide additional functionality unless on Equipment List.

10.2 Service Availability. Service is subject to availability for Customer locations that are more than 125 miles from a CenturyLink Service Center.

10.3 Hazardous Materials. Services under this Agreement performed by CenturyLink employees and subcontractors will be accomplished only in a safe working environment that complies with state and federal regulations and law. CenturyLink has not included any charges or any expenses associated with handling, dealing with, removing or disposing of any hazardous materials at the site. If hazardous materials are encountered in the performance of this Agreement, CenturyLink will cease performance of Services that would necessitate exposure to such hazardous materials until the hazardous materials are removed and immediately notify Customer of the existence of such hazardous materials. CenturyLink's performance of this Agreement will be excused until the hazardous materials are safely removed.

10.4 Vendor Serviced Equipment. CenturyLink's responsibilities for Vendor Serviced Equipment are limited to the identification of the service issue and transfer of the issue to the manufacturer or other third party approved by the manufacturer for resolution. CenturyLink has fulfilled its obligations with respect to Vendor Serviced Equipment once the service issue has been transferred. Resolution of a service issues in Vendor Serviced Equipment are governed by the terms and conditions of the applicable vendor support program.

10.5 EOL and MD Equipment and Software.

- A. In addition to the limitation of liability provisions in the Agreement, CenturyLink will not be liable for any liabilities or damages, including any consequential damages, caused by or resulting from Customer's use of EOL or MD Equipment or Software after Customer fails to replace the EOL or MD Equipment or Software, Customer's failure to upgrade the EOL or MD Equipment or Software, or Customer's failure to follow any procedures or requirements set forth in the Agreement and this Annex related to EOL or MD Equipment or Software.
- B. In addition to the indemnification provisions in the Agreement, Customer will indemnify and defend CenturyLink, its directors, officers, employees, agents, and their successors from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising from any personal injury, death, or any other damages that are alleged to be related to, in whole or in part, any EOL or MD Equipment or Software, or Customer's failure, for any reason, to upgrade the EOL or MD Equipment or Software or follow any procedures or requirements set forth in the Agreement and this Annex.

11. **REMOTE ACCESS DEVICE.** As part of the Service, CenturyLink may install a Remote Access Device ("RAD") at Customer location to allow CenturyLink to remotely diagnose and resolve problems on Equipment. When connected to the Internet, the RAD initiates contact with the CenturyLink management platform. After authentication, a secure tunnel between the CenturyLink management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the CenturyLink management platform. Customer must return the RAD to CenturyLink within 30 days of termination of the Service. If the RAD is not returned to CenturyLink, Customer will be charged \$500, unless otherwise agreed to by CenturyLink and Customer.

12. **SUBCONTRACTING.** CenturyLink may, at its option, subcontract Services provided to Customer. Such subcontract will not release CenturyLink from any of its obligations. Non-union employees may be utilized by CenturyLink, subject to applicable bargaining agreements.

13. DISASTER RECOVERY.

13.1 Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically or electronically stored data, and that industry standards dictate the systematic use of products that provide comprehensive backup of data so as to prevent such loss. Accordingly, CenturyLink does not assume any risk of loss of Customer's magnetically or electronically stored data in any way related to or resulting from the Services, products, Equipment, or systems provided by CenturyLink or any handling of magnetically or electronically stored data by CenturyLink. Customer hereby releases CenturyLink from any liability for loss of magnetically or electronically stored data from any and all causes.

13.2 Customer recognizes that industry standards dictate the development of a disaster recovery plan for all mission critical business operations. In the telecommunications industry this includes, but is not limited to, data backup, power backup, power/surge protection, spare system parts, system redundancy, site redundancy, escalation procedures, emergency support agreements with hardware and software vendors, public network based call forwarding to alternate locations, and documented recovery policies and procedures. Customer understands that developing and testing a disaster recovery plan is Customer's responsibility and is not included in this Agreement.

14. **LIMITED WARRANTY.** CenturyLink warrants that Service will be: (A) provided in a professional manner in accordance with CenturyLink's standard procedures, (B) performed by appropriately knowledgeable and skilled personnel, and (C) conform to the standards generally observed in the industry for similar services. FOR END OF LIFE EQUIPMENT, CENTURYLINK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ITS PROVISION OF SERVICE.

15. TERMINATION.

15.1 In addition to other rights of the parties to terminate under this Agreement, CenturyLink may terminate this Agreement "for cause" if Customer fails to cure such "cause" within 30 days after receipt of written notice detailing the failure. For purposes of this Annex, the term "for cause" includes, but, is not limited to:

- A. Customer's improper wiring, failure to maintain proper environmental conditions for the Equipment, and any removal, relocation, repair, additions to, or maintenance of the Equipment by persons other than CenturyLink authorized personnel. But, upon

Customer's prior written request, CenturyLink, in its sole discretion, may permit Customer or Customer's designated agent to conduct the activities described in this subsection by providing Customer with written approval.

- B.** If, in CenturyLink's reasonable determination, Customer is misusing or abusing Services for purposes other than those intended or is using Services for an unlawful or unsafe purpose.

15.2 CenturyLink may terminate this Agreement with 30 days notice if CenturyLink cannot obtain maintenance support from the Equipment manufacturer.