

CENTURYLINK® FIELD TECH SERVICES
SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders CenturyLink® Field Tech Services (“Services” or “FTS”) which may also be called (3) Tech Services, Remote Hands, Smart Hands On-Site Assist and Technical Assist on ordering, invoicing, or other documentation. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer may request FTS by executing a Statement of Work (“SOW”) or submitting a Service Request (as defined below). This Service Schedule is governed by and incorporates the terms of the Master Service Agreement or other CenturyLink approved service agreement (the “Agreement”) and any statement of work (“SOW”), SOW Change Request or other Service Request or document incorporated by reference into this Service Schedule. CenturyLink’s provision of FTS constitutes CenturyLink’s acceptance of a request for such Services.

2. Definitions.

“After Hours” mean Monday - Friday 5:01 p.m. – 7:59 a.m. local time, Saturdays, Sundays and CenturyLink holidays, where work is performed.

“Business Hours” mean Monday - Friday 8:00 a.m. – 5:00 p.m. local time where work is performed.

“FTS Service Guide” means the product-specific Service guide that includes technical specifications which CenturyLink may modify from time to time, effective upon posting and a copy of which is available upon Customer’s request.

“Service Request” means, for FTS, an email request or telephone request by Customer, a ticket submission through the applicable Portal or other confirmation by Customer as detailed in this Service Schedule.

“Portal” means the Service specific web-based portal to which Customer may have access.

“Technician” means a CenturyLink provided field technician who will be assigned for On-Demand Maintenance or Scheduled Maintenance.

3. Service Description. FTS is on-going network support, including “smart hands” maintenance and parts logistics support for management and maintenance of Customer’s telecommunications hardware utilized as part of a CenturyLink service offering and located in the CenturyLink Service location or site types listed below. CenturyLink will provide maintenance support for the following Customer hardware which may include but not be limited to: (i) Opto-Electronic/Optronics; (ii) Muxes/Stat Muxes; (iii) Routers/Switches/Hubs; (iv) Channel Service Unit (“CSU/Data Service Unit (“DSU /Modems”); and (v) Fiber Distribution Panel (“FDPs”). No equipment is included with the Service. Customer must verify with CenturyLink the availability of the Service in Customer’s desired locations. CenturyLink Service location or site types are subject to availability as further described in the FTS Service Guide:

- a) Tier 1: CenturyLink on-net intercity gateways, data centers and colocation facilities with on-site staff to support facilities access and site monitoring.
- b) Tier 2: CenturyLink on-net metro gateways, data centers and colocation facilities with on-site staff to support facilities access or remote site monitoring.
- c) Outreach: May be CenturyLink or Customer sites, but all are non-staffed In-line amplification (ILA), regen huts, data centers, on-net Customer site facilities, and select off-net and third-party locations when the local CenturyLink affiliate has deemed coverage is possible given the local market conditions and resources and provided that third-party locations are within 50 miles of the applicable CenturyLink dispatch center.

FTS is comprised of two types of Technician services, On-Demand Maintenance and Scheduled Maintenance. Each CenturyLink Technician will perform activities or tasks commiserate with the Technician’s skill set and Customer may not request the Technician perform tasks not consistent with the applicable Service Request or the skills associated with the Technician.

3.1 “On-Demand Maintenance” describes a critical situation or problem adversely impacting the performance of the Customer network, including but not limited to power cycling, troubleshooting and escorts, requiring on-site support and maintenance that is not pre-scheduled and is promptly assigned a Technician for support.

3.2 “Scheduled Maintenance” describes a situation or event that is planned and scheduled in advance, with known actions to be taken including maintenance, installation and removal of equipment, cabling and other related support services., and with potential impacts that have been accounted for more than seventy-two (72) hours prior to the work being performed.

4. Field Tech Services Requests. Customer may request that CenturyLink provide FTS to Customer from time to time by contacting CenturyLink as directed in the FTS Service Guide. For FTS Service Requests, CenturyLink will not be obligated to perform or commence FTS until a method of procedure (“MOP”), or a Field Tech Services Request Form has been provided by Customer and mutually agreed to by the parties in writing. The MOP and Service Request form are available to Customer within the Portal, or by emailing FTS directly. Technicians may be assigned to Service Requests by CenturyLink 24 hours per day, 7 days per week, 365 days

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per year. Once on site, the Technician will touch base with the Customer to perform the Field Tech Services requested by the Customer.

5. Outreach sites. Customer is responsible for ensuring that all sites that are Customer or third party sites are and remain in good operating order consistent with industry standards and remain free from any hazardous conditions. It will be Customer's responsibility to correct any unsafe conditions and to ensure that sites that are not located within CenturyLink's facilities comply with all applicable safety standards and regulations. Technicians reserve the right to vacate any site that the Technician deems unsafe. Customer is responsible for setting up detailed site access procedures for Technicians at all non-CenturyLink facilities. Any costs associated with the setup of access procedures, including but not limited to hand scans, will be billed to Customer as incidental costs as set forth below or in a SOW. The Technician will have access to a phone line for use while performing FTS at all sites and sites not located within CenturyLink facilities will have reasonable parking facilities for the Technicians.

If FTS will be performed on Customer or third party sites, Customer will ensure CenturyLink has access as needed. CenturyLink will use reasonable efforts to comply with Customer's reasonable access policies, including, but not limited to, working hours and all safety and security and physical security regulations, provided such policies are provided to CenturyLink with reasonable advance notice prior to CenturyLink's entry upon the premises.

6. Outreach Site Orientation. For every Customer or third party site, Customer will provide a Site Orientation session to the Technician(s) that will be supporting the Customer or third party site, unless the parties agree that a Site Orientation is not required. The Site Orientation includes but is not limited to a review of access procedures, rack layout, hardware and any additional training deemed necessary by the Technician supporting the site ("Site Orientation"). CenturyLink and Customer will review any site determined to be below industry standards or hazardous in order to resolve all issues prior to the Service Commencement Date of any FTS at that site. Customer will be charged CenturyLink's hourly rates as set forth in this Service Schedule or in a SOW for attending the Site Orientation. Customer will schedule each Site Orientation with the Service Desk on mutually agreed upon dates and times. Site Orientations must be completed prior to the Service Commencement Date.

7. Customer Responsibilities. Customer acknowledges and agrees that its failure to perform its obligations detailed in the Agreement, this Service Schedule, a SOW or a Service Request, as applicable, may result in CenturyLink's inability to perform the Services. CenturyLink will not be liable for any failure to perform, including any SLAs, in the event Customer fails to fulfill Customer's obligations. The following conditions must be met by Customer.

7.1 If the Customer is requesting equipment installation/replacement/decommission:

- Customer must email a Method of Procedure ("MOP") before an FTS ticket can be opened.
- Customer must deliver a MOP via email (and email only) to FTS@centurylink.com.
- A Technician will review the MOP within 24 hours and contact the Customer with any questions.

7.2 If the Customer is requesting any kind of Service requiring parts or materials, the Customer must either:

- Have all materials and parts on site, OR
- Be able to provide a tracking number for a shipment with all materials and parts required to perform the work before an FTS ticket is opened, OR
- If the Customer did not ship all required parts, CenturyLink can use consumables provided they are available at the site where the work is being done.

NOTE: CenturyLink Field Tech Services will only be provided to, and at the request of, the CenturyLink Customer of record.

7.3 Customer will specifically identify and provide CenturyLink with access to all relevant Customer-controlled information, resources and locations required to complete the Services.

7.4 Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of CenturyLink relating to the Service or any CenturyLink equipment.

7.5 CenturyLink is not responsible for the hardware, software licenses or vendor maintenance support for any devices unless specifically set forth in this, Service Schedule, a Service Request, SOW or a SOW Change Request.

7.6 Customer will commit sufficient resources and staffing sufficient to meet its obligations for CenturyLink to perform the Services.

7.7 Customer is responsible for ensuring that all sites are and remain in good operating order consistent with industry standards and remain free from any hazardous conditions.

7.8 Customer will not utilize the Services or CenturyLink Technicians provided under this SOW as a replacement for any Customer resources located in EMEA.

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7.9 Customer is responsible for backing up and otherwise securing (i.e. encrypting) Customer information, data and content stored on devices prior to the commencement of FTS. CenturyLink is not responsible for and will have no liability for any claims relating to the destruction, loss, security or corruption of Customer information, data or content.

8. Portal. If CenturyLink provides Customer with Portal access in connection with the Service, Customer will use such access solely for use with the Service in accordance with this Service Schedule and the Agreement, and Customer will be responsible for any unauthorized access to or use thereof, unless Customer can prove that such access or use has not been caused by any culpable action or omission of Customer or attributable to Customer.

9. Rates and Expenses; Service Term; Acceptance.

9.1 Rates and Expenses. This Section replaces the Commencement of Billing Section in the Agreement. Customer will pay all charges for Service Requests as set forth in the FTS Service Guide Pricing Section or expressed as a monthly recurring charge ("MRC") in a SOW, as applicable. In addition, Customer will be charged actual and reasonable expenses incurred (e.g., incidentals, miscellaneous materials, etc.), and applicable Taxes and Fees, if any. Subject to the Acceptance section below, the Service Commencement Date is the date Customer submits a Service Request with CenturyLink or as provided in a SOW. CenturyLink reserves the right to immediately and without notice correct Billing Account Numbers (BANs) associated with Service Requests in accordance with its records, including in those cases where the Customer has incorrectly identified a BAN with a Service Request in order to prevent repeated disputes for incorrect billing. If Service is delayed due to Customer, CenturyLink may begin charging Customer for Services, and Customer will pay such charges. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>. CenturyLink reserves the right to increase rates including in proportion to the increase, if any, in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), U.S., City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 – 100), or local country equivalent index, for the preceding twelve (12) month period.

9.2 Acceptance. The acceptance and Customer Commit Date in the Orders Section of the Agreement will not apply to Services purchased under this Service Schedule. Except as otherwise provided in a SOW, a Service Request will be deemed accepted when the Technician has completed the mutually agreed upon work as provided by Customer in a MOP and the results of the task are communicated back to Customer via ticket closure.

9.3 Service Term. Unless otherwise set forth in a SOW, FTS is transactional maintenance support requested by Customer via a Service Request on an as needed basis and does not have a Service Term.

9.4 Termination. Unless otherwise set forth in a SOW, Customer will pay all fees, including applicable incurred hourly fees and any reasonable expenses incurred by CenturyLink after a request is made. This Section replaces the Cancellation and Termination Charges section in the Agreement.

10. Letter of Agency. If applicable, Customer will give CenturyLink the limited authority to directly notify the appropriate vendor for the purpose as specifically identified in the letter of agency mutually agreed upon by the parties. Customer may terminate this authorization at any time upon notice to CenturyLink. If applicable, Customer will also provide its vendors with a letter (with a copy to CenturyLink) acknowledging CenturyLink's role as Customer's agent solely as it relates to the purpose as specifically identified in such letter of agency. As soon as commercially practicable, Customer will provide CenturyLink with a copy of any contractual commitments between Customer and its vendor that CenturyLink must be aware of or comply with in order to coordinate such vendor accordingly.

11. Disclaimer of Warranties. FTS IS PROVIDED ON AN "AS-IS" BASIS AND CENTURYLINK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CENTURYLINK DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM. CenturyLink will not be liable to Customer or any third party to the extent any work performed violates and/or voids, in whole or in part, any equipment, software and/or manufacturer's warranty.

12. Non-Solicitation of Employees. Customer or its third party will not knowingly solicit or recruit for employment or hire any Technician for one year following the termination of a Service Request or SOW for which the CenturyLink Technician performed work for Customer, except that Customer may recruit or hire a CenturyLink Technician identified by Customer solely as a result of the CenturyLink Technician's response to a non-specific, general advertisement by Customer.

13. Order of Precedence. In the event of conflict between the terms in this Service Schedule and the terms of any mutually executed SOW or SOW Change Request, the terms of the SOW or SOW Change Request will prevail. The Service Request issued by Customer will not amend, modify, or supplement this Service Schedule in any way whatsoever, notwithstanding provisions in the Service Request to the contrary.

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14. Limitation of Liability. CenturyLink's sole liability for any failure to perform FTS will be the service credits, if applicable, and if not applicable, then re-performance of the FTS. In no event will CenturyLink's liability for FTS exceed the fees paid to CenturyLink for the affected Services.

15. International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

16. Miscellaneous. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Service Schedule or any SOW without the express written consent of CenturyLink and, if applicable, CenturyLink's subcontractor. Customer will not require or allow access by the Technician to its Customer data in the performance of Services, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI by CenturyLink and its Resource occurs, such exposure is incidental to the Services and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

17. Service Level Agreement ("SLA" or "Service Levels"). There is no SLA for Scheduled Maintenance Service and Customer is not entitled to any service credits. Credits are only available against the MRC for the affected On-Demand Maintenance Service. Service Levels do not apply to Excused Outages.

On-Demand Maintenance Response Time SLA ("Response Time SLA"). The Response Time SLA for On-Demand Maintenance and support is as set forth below. This SLA will not apply to any FTS that is for Scheduled Maintenance and related support, installation or removal. This SLA is measured from the time the CenturyLink Field Tech Services Associate (FSA) receives and logs the Customer's On-Demand Maintenance request with all of the necessary information requested by the FSA until a CenturyLink Technician is assigned in response to the particular request. In the event CenturyLink does not meet the SLA for reasons other than an Excused Outage (as defined in the Agreement) ("SLA Failure"), Customer will be entitled to a service credit equal to \$100, or local currency equivalent, per hour for each hour beyond the SLA (capped at \$400.00, or local currency equivalent, per location per month). Such written request must be received by CenturyLink within thirty (30) calendar days of the SLA Failure. Upon CenturyLink's review and confirmation of the SLA Failure, any approved service credit will be applied to Customer's next full billing cycle. If CenturyLink does not receive the Customer's written notice within such 30-day period, Customer waives the service credit. A service request for FTS that fails to meet the SLA due to Customer delay, misdiagnosis by Customer, or due to Customer provided parts being dead on installation or dead on arrival ("DOI/DOA") or delivered late will not be counted as an SLA Failure.

On-Demand Maintenance SLA Response Times

NORTH AMERICA:

Category	Business Hours	After Hours
Tier 1	1 hour	2 hours
Tier 2	2 hours	4 hours
Outreach*	4 hours	4 hours

*Outreach locations must be pre-approved and may include Retainer Fees as detailed in an applicable SOW.

Europe and LATAM: No SLA Response Times apply. Response Times are based on reasonable efforts only and no service credits or other remedy will apply.

To be eligible for credits, Customer must be current in its obligations, and Customer must contact CenturyLink Billing Inquiries via the contact information provided on their invoice, open a ticket in the Portal or contact their account manager to report any issue for which Customer thinks a Service Level may apply within 30 calendar days after the issue occurs. Credits will only apply against the applicable charges invoiced for the affected Service and will not apply to any other services provided by CenturyLink. Duplicative credits will not be awarded for a single failure, incident or outage. The aggregate credits in any calendar month will not exceed 100% of the MRC of the affected Service. The Service Level credits and termination rights stated in this Service Schedule will be Customer's sole and exclusive remedies with respect to any service failure or outage.