

**DYNAMIC CONNECTIONS-ETHERNET  
SERVICE SCHEDULE**

**1. General.** This Service Schedule is applicable where Customer orders Dynamic Connections - Ethernet service ("Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**1.1 Additional General Terms.** Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Services.**

**2.1** Service is a point-to-point Ethernet Virtual Connection ("EVC") that may be added and deleted by Customer in near real time via the Portal. Service is offered between two IEEE compliant User Network Interfaces (each a "UNI"). The UNI on each end of a Service may be a Dedicated Port or a Hosted Port that is located at a Customer location or at the premises of, and/or controlled by, a specific Provider. The UNIs are not part of the Service but are required for the Service to function. Service is provided between the Demarcation Points on each end of the Service. Lumen will notify Customer of acceptance of a request to add a Service by delivering the Service. The Service does not have a Service Term and cancellation charges and termination charges are not applicable to the Service.

**2.2** Service is available in various bandwidths. Service is subject to availability and available configuration options for the Service may vary as directed by the applicable Provider(s).

**2.3** When the Hosted Port or Dedicated Port serving any Service is located at the premises of, and/or is controlled by a Provider, then Customer is solely responsible for obtaining from the Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect the Service to the Hosted Port or Dedicated Port and the Provider's services. Customer consents and directs Lumen to disclose to the Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, Customer's name, type, and location of interconnection, technical information required to configure the interconnections, utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Lumen is not responsible for the technical interoperation of the Provider's services with the Hosted Port or Dedicated Port. Lumen may terminate the Service(s) without liability if Lumen loses the ability to continue logical or physical connection to the Provider as directed by the Provider.

**2.4** Customer will separately contract with Provider for its access to the Provider. Customer's contractual relationship with the Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Provider, nor is Lumen responsible for Provider's performance of its obligations to Customer, or for Provider's acts or omissions. Lumen is not responsible to maintain, bill, or pay for any service provided to Customer by the Provider. Similarly, Provider is not responsible to maintain or pay for the Dynamic Connections Service.

**2.5** Lumen may, in its reasonable discretion and without liability: (i) delay or cancel an addition of, or change to Service(s) by Customer if the Provider is unable to timely accommodate the addition or change, and/or (ii) modify or terminate the affected Service if the Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service(s) or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Provider's service for any reason. Lumen will inform Customer as soon as commercially practicable if this occurs. Customer's sole and exclusive remedy under this provision is to delete the impacted Service(s).

**2.6** Customer is subject to the then current: (i) available bandwidths, (ii) rates, (iii) charges, and (iv) Dynamic Connections Portal - Terms and Conditions for the Service, each of which may be updated from time to time, that are provided in the Portal that is located at the Web address Lumen provides to Customer, regardless of whether Customer is utilizing the Dynamic Connections Portal or the API/UI Service as the Portal in connection with the Service.

**2.7. Service Requests.**

**2.7.1** To acquire the capability to access the Service, Customer must place an Order. If Lumen accepts Customer's Order, Customer will be provided direction on how to access and use the Service. Customer must identify representatives that are authorized to make requests for Service and Lumen will provide a Customer-specific user identification ("User ID") and password ("Password") to Customer's representatives. Customer is responsible for maintaining the confidentiality and security of its User IDs and Passwords. Customer is responsible for all requests for the addition or deletion of Service(s) (including fraudulent requests) resulting from Customer's User IDs

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and Passwords. Customer must notify Lumen to suspend any Password or User ID that has been compromised. Any information provided by Lumen through the Portal is deemed "Confidential" and Customer may not disclose such information to third parties.

**2.7.2** The Hosted Port or Dedicated Port that will be located on each end of a Service must be pre-qualified by Lumen before the associated Service can be added by Customer. Customer determines the bandwidth and duration of its Service(s) by adding and deleting Service(s) in the Portal in near real time. Customer is responsible for all charges resulting from Customer's addition of Service(s) until such time as (a) Customer deletes the respective Service(s); or (b) Lumen deletes respective Service(s) in response to notification from Customer's cloud Provider that Customer's end point with the cloud Provider associated with the Service is permanently inoperable and cannot be repaired. Customer agrees that Lumen has the right to delete a Service where the end point with the cloud Provider is in a permanently inoperable state as described in the preceding subsection (b), but Lumen is under no obligation to do so. If Customer decides to terminate the overall Dynamic Connections Service capabilities including Customer's ability to add and delete Services in the future ("Service Termination"), then Customer must delete all existing Services (individual Dynamic Connections Services) that are in place before requesting Service Termination.

**2.8 Service Levels.** This Service is subject to the Lumen Service Level Agreement available at [www.lumen.com/service-guides](http://www.lumen.com/service-guides) and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

### **3. Customer Responsibilities.**

**3.1 Charges and Commencement of Billing.** Customer will be billed and will pay the applicable NRC and MRC for Service. A Service is provided at a monthly rate or at an hourly rate. Hourly charges will be rounded up to the next hour, billed in arrears, and appear on the invoice as an NRC. For Services added at a monthly rate the first bill cycle will be billed as an NRC in arrears and subsequent bill cycles will be billed as MRC in advance with pro-ratio occurring at both the beginning and end of the connection rounded up to the nearest full day. Billing for any Service will commence when the Service connection is activated.

### **3.2. Data and Information.**

**3.2.1 Notification to Authorized Users.** Customer acknowledges that, by virtue of providing the Service, Lumen, may need to process personal data of Customer's employees and users of the Service. Customer is the data controller of such personal data, and Lumen is the data processor. Customer is solely responsible for ensuring the lawful basis of such processing, and for notifying any employee or individual that it permits to use the Service on Customer's behalf (an "Authorized User") that it has provided such Authorized User's personal data to Lumen for the purposes of allowing Lumen to provide the Service and that the Authorized User's use of the Service may be monitored, screened and/or logged by Customer or Lumen on Customer's behalf.

**3.2.2 Indemnification.** Customer will indemnify Lumen and its affiliates (and/or agents, respectively) against any claims of third parties arising out of Customer not acting in accordance with Section 3.2 and for any violations of applicable laws in connection with its use of the Service.

**3.2.3** If Customer and Lumen have entered into a data processing agreement where Lumen processes personal data on behalf of Customer, the Service will be included within the scope of that data protection agreement and, if required, the parties will amend such data processing agreement necessary to comply with applicable law. If Customer and Lumen have not entered into a data processing agreement applicable to the Services, the following terms will apply:

**(a) Cross-Border Transfers.** Customer acknowledges and consents to Lumen's and its affiliates' or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses, and/or email addresses) of Customer for the sole purpose of: (i) providing and managing the Service; (ii) fulfilling its obligations under the Agreement; and (iii) complying with applicable laws. Customer represents and warrants that it will ensure that all information provided to Lumen is accurate at all times and will provide any required notifications to Authorized Users about the potential transfer of information to the United States and other countries. To the extent legally required, Customer and Lumen will enter into separate written agreements required to facilitate necessary cross-border transfers. Customer will be responsible for notifying Lumen whether such written agreements are required.

**(b) Personal Data Processing.** Customer acknowledges that, by virtue of providing the Service, Lumen, its affiliates, vendors and/or agents may come into possession of, by way of example and not limitation, usage, billing, or other data containing personal and/or private information of Customer, its employees and Authorized Users. Customer is the "data controller" and Lumen will be acting as a "data processor" (such terms defined under applicable law). Customer acknowledges that any processing of such information by Lumen, its affiliates, vendors or contractors occurs exclusively at the direction and discretion of Customer, such direction and discretion exercised by acceptance of these terms. Customer further acknowledges and agrees that such possession is ancillary and not a primary purpose of the Service. Customer further represents and warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including Authorized Users) for the use, processing and transfer of the information described in this Service Schedule. To the extent legally required, Customer and Lumen will enter into separate written agreements required to comply with laws governing the relationship between a data controller and data processor with respect to the processing of personal data. Customer will be responsible for notifying Lumen whether such written agreements are required.

**4. Definitions.** The following terms are defined for the purposes of this Service Schedule:

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“Billing Cycle Charges” or “BCC” means the total Service charges (not including taxes, fees and surcharges) in a billing cycle.

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

“Dedicated Port” means a dedicated port/access serving a single enterprise/tenant and its EVCs. A Dedicated Port may also be designated as a “UNI” or “M-UNI” (Multiplexed User Network Interface) in customer orders, order acceptance, service delivery, and billing (and related) documents.

“Demarcation Point” means the Lumen-designated physical interface located at the Provider’s or Customer’s premises for the Hosted or Dedicated Port.

“Excused Activation Failure” means any Service activation failure attributable to the Provider or attributable to Customer providing incorrect or incomplete information with the activation request.

“Excused Outage” means scheduled maintenance, force majeure events, and any outages or degradation in Service(s) attributable to the Provider or attributable to issues beyond the Demarcation Point.

“Hosted Port” means a hosted (shared) port or UNI serving multiple enterprises/tenants and their EVCs. A Hosted Port may also be designated as an “eLynk Interface” or “NNI” in customer orders, order acceptance, service delivery, and billing (and related) documents.

“MRC” means monthly recurring charge.

“NRC” means non-recurring charge.

“Portal” means the portal located at the Web address Lumen provides to Customer. “Portal” may also mean Application Programming Interface/User Interface service (“API/UI Service”) when Customer is utilizing API/UI Service in connection with the Service and Customer and Lumen have separately contracted for Customer’s use of API/UI Service in connection with the Service.

“Provider” means cloud provider, data center provider, and/or colocation provider.

“Unavailable” or “Unavailability” means Service downtime.

**CISCO HOSTED COLLABORATION SOLUTION  
DELIVERED BY LUMEN  
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**1. General.** This Service Schedule is applicable only where Customer orders Cisco Hosted Collaboration Solution Delivered by Lumen (the "Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen or a Lumen affiliate provides services to Customer (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**2. Service.** The Service includes: (a) Hosted Collaboration Solution ("HCS"), (b) Rental CPE (in the United States only), (c) Service Management; and (d) other optional features. Customer must separately purchase, and pay for, Public Switched Telephone Network Connectivity ("PSTN Connectivity"), and Lumen provided or sufficient third-party network connectivity, for use with the Service ("Network Connectivity"). Customer must execute the attached Letter of Agency (Attachment 2) to authorize Lumen to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

**2.1 HCS.** The HCS component of the Service includes Cisco cloud collaboration services (such as IP-based voice, video, and messaging) that are hosted and delivered by Lumen as a service. Customer purchases the HCS component on a per seat basis. Each Customer location has a minimum seat requirement depending on original seat counts. Seats include the specific features identified below based on seat type. Except as otherwise indicated in this Service Schedule, for a monthly recurring charge ("MRC") Customer may rent IP-enabled station sets, expansion modules or handsets approved by Lumen for use with the Service ("IP Device"). HCS includes an administrator function that enables the Customer administrator, within the scope of the Service, to set up end users and implement calling restrictions. HCS also includes an end user portal

**(a) HCS Seat.** An HCS Seat is to be used in conjunction with a separately purchased Cisco SaaS Subscription Collaboration Flex Hosted Calling license typically associated with a Cisco defined Knowledge Worker. Customer will receive the HCS features, supported by Lumen, that are included with the Cisco SaaS Subscription.

**(b) HCS Common Area Seat.** An HCS Common Area Seat is to be used in conjunction with a separately purchased Cisco SaaS Subscription Collaboration Flex Common Area, Essential, or any other user license not associated with a Cisco defined Knowledge Worker. Customer will receive the HCS features, supported by Lumen, included in the Cisco SaaS Subscription.

**(c) Jabber Only Seat.** A Jabber Only Seat is to be used in conjunction with a separately purchased Cisco SaaS Subscription Collaboration Flex Hosted Calling license. Customer will receive Jabber features including instant messaging, voice and video calls, voice messaging, desktop sharing, conferencing, and presence, supported by Lumen, that are included in the Cisco SaaS Subscription.

**(d) UCCX Seat.** A Cisco Unified Contact Center ("UCCX") Seat is to be used in conjunction with a separately purchased Cisco SaaS Subscription Collaboration Flex Hosted Calling license. Customer will receive the UCCX features of call routing, management, and administrative features for contact centers, supported by Lumen, that are included in the Cisco SaaS Subscription.

**2.2 Cisco SaaS Subscription.** Customer must separately purchase Cisco SaaS Subscription licenses, commonly referred to as Collaboration Flex, from Lumen, for use with the HCS Seat, HCS Common Area Seat, Jabber Only Seat or UCCX Seat. The Cisco SaaS Subscription licenses are not sold under this Service Schedule and are not included in the price of the seat. Customer will receive the HCS features, supported by Lumen, that are included in the Cisco SaaS Subscription.

**2.3 PSTN Connectivity.** Customer must separately purchase PSTN Connectivity for use with the Service. The charges for PSTN Connectivity are not included in the price for HCS Service. PSTN Connectivity must be provided in the form of SIP Trunks or Primary Rate Interface ("PRI"). PSTN Connectivity can be purchased from Lumen where available or from an approved third-party service provider (each a "PSTN Service Provider"). Customer must comply with any requirements that the PSTN Service Provider may have regarding use of TNs

**2.4 Network Connectivity.** Customer must separately purchase sufficient Network Connectivity to support use of the Service. The charges for Network Connectivity are not included in the price for Service. Network Connectivity can be purchased from Lumen or a third-party service provider. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service ("QoS") (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. Customer acknowledges that the only way to resolve quality issues related to connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS. Customer shall have no remedy under the Cisco HCS Solution Delivered by Lumen Service Level Agreement ("SLA") for Service deficiencies caused by insufficient connectivity.

**2.5 Service Management.** The MRC for a seat includes 24x7x365 management of the HCS environment hosted in Lumen data centers. Service Management includes the remote monitoring of IP Devices provided as Lumen CPE, reporting which includes standard call detail records as provided by Cisco HCS, and ticketing via an online portal for any element included with a seat and supported by Lumen. Additional charges apply to management of other CPE Customer requests to be managed by Lumen. Service Management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. Service does not include the provisioning or management of any service or component that is not a pre-selected part of the Service. Managed network elements such as routers, switches, firewalls, etc. may be purchased from Lumen in conjunction with the Service under a separate agreement.

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**2.6 Approved CPE and Lumen CPE.** "Approved CPE" means pre-selected hardware/software/licenses listed on Lumen's Approved CPE list. This may include Customer premises switches and routers, and IP Devices (e.g. handsets) designated by Lumen and specifically configured for HCS. "Lumen CPE" means Approved CPE rented from Lumen. Lumen CPE may not be located or used outside of the United States. Additional charges apply to installation and maintenance of CPE Customer requests.

**2.6.1 Delivery and Return.** Lumen CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen. Lumen CPE will be installed as designated in this Service Schedule, or as otherwise agreed upon by the parties. Upon termination of Service, or when Customer replaces Lumen CPE with upgraded models, Customer must return terminated or replaced Lumen CPE at its own expense within 15 calendar days of termination or replacement. Lumen will provide Customer with return instructions. Customer will deliver Lumen CPE to Lumen in the same condition it was on the installation date, normal wear and tear excepted, and give Lumen written notice of such return. If Lumen CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Lumen CPE and Lumen may invoice Customer the then-current value of the applicable Lumen CPE model ("Replacement Cost").

**2.6.2 Ownership and Use.** Except as provided in the "Delivery and Return" section above, Lumen CPE is the personal property of Lumen, its designee or a third party provider, notwithstanding that the Lumen CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the Lumen CPE other than as provided herein in this Service Schedule and will hold the Lumen CPE subject and subordinate to the rights of Lumen. Customer will: (a) locate and use the Lumen CPE only in the United States; (b) at its own expense, keep the Lumen CPE free and clear of any claims, liens, and encumbrances of any kind; and (c) make no alterations or affix any additions or attachments to the Lumen CPE, except as approved by Lumen in writing. Customer will not remove, alter, or destroy any labels on the Lumen CPE and will allow Lumen the inspection of the Lumen CPE at any time. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the Lumen CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due hereunder. Customer shall defend and indemnify Lumen from all claims and any liability relating to misuse of the Lumen CPE or Customer's breach of its obligations hereunder.

**2.6.3 Software.** Software licensor has retained title to the software. To the extent possible, Lumen grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated Lumen CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling, or disassembling the Lumen CPE or otherwise attempting to derive the source code of the software. All Lumen CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end user license.

**2.6.4 Insurance.** Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Lumen CPE, the following insurance: (a) "All-Risk" property insurance covering the Lumen CPE for the full replacement value, naming Lumen or a third party provider designated by Lumen as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming Lumen as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to Lumen insurance certificates evidencing such insurance.

**2.6.5 Installation, Maintenance and Safety Compliance.** Additional charges apply to installation and maintenance of CPE Customer requests to be installed and maintained by Lumen. Installation, maintenance, or other labor provided to Customer pursuant to this Service Schedule is subject to, and controlled by, the CPE Service Guide, found at <https://www.centurylink.com/business/support/service-guides.html> and incorporated by reference and made a part of this Service Schedule. Unless otherwise stated in the Service Schedule, Lumen CPE maintenance is provided under the ProMET® On-Site Premium Service, which terms and conditions are found in the CPE Service Guide and incorporated by reference and made a part of this Service Schedule. Lumen may change the CPE Service Guide at any time and such change will be effective upon posting. In some cases, Lumen may use repackaged Lumen CPE, or substitute Lumen CPE with another CPE device at Lumen's sole discretion. Customer will indemnify and hold Lumen harmless from any liability arising from Customer's failure to inform Lumen of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

**2.6.6 CPE Replacement Charge.** If Lumen CPE is replaced due to loss or damage not covered by maintenance under the CPE Service Guide, Customer will pay: (a) the Replacement Cost for the damaged Lumen CPE and (b) a one-time charge to cover Lumen's cost to ship the new Lumen CPE. If Customer requires on-site assistance from Lumen to install the replacement Lumen CPE, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Schedule will continue to apply. Replacement Lumen CPE may or may not be the same model.

**2.6.7 Additional Limitation of Liabilities.** If Lumen CPE contains a firewall or other security features, Lumen makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by Lumen impairs Customer's use of Lumen CPE,

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Service or an underlying service Customer will nonetheless be liable for payment for all Lumen CPE, Service and underlying service provided by Lumen.

**2.6.8 Customer-Owned CPE.** Customer may utilize Customer owned CPE with the Service. Customer-owned CPE includes CPE purchased from Lumen or another CPE vendor. Customer-owned CPE used with Service must: (a) be Approved CPE; (b) be covered by a vendor CPE maintenance plan throughout the entire Service Term; (c) include an operating system that complies with Lumen's minimum requirements; and (d) be re-imaged or programmed by Lumen to work with Service. Notwithstanding subpart (d), Lumen will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from Lumen. Copies of Lumen's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from Lumen, Lumen will not maintain the Customer-owned CPE. Lumen will not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from Lumen on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a Lumen SLA due to a failure or malfunction of that device. Customer will be responsible for the installation and maintenance of the Customer-owned CPE and Customer will bear the entire risk of loss, theft, casualty, or damage to Customer-owned CPE.

**3. Service Conditions.** The following conditions apply to the Service:

**3.1 Site Conditions.** The Customer data network/equipment and premises environment ("Customer Environment") must meet certain performance specifications designated by Lumen. Customer must ensure that its Customer Environment is fully prepared for the addition of the Service and any changes to its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, which may affect voice quality and reliability of the Service. Lumen has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring any PSTN Connectivity, Network Connectivity or Approved CPE, or failures or malfunctions in the Customer Environment

**3.2 Access.** Customer must provide Lumen or its representative access to the Customer premises to the extent necessary for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service if provided as part of the Service for a specific Customer location. If additional site visits are required, time and material charges may apply at Lumen's then current rates. Customer must provide a safe place for Lumen or its representatives to work at Customer's premises and comply with all laws and regulations regarding the working conditions at its premises. Customer must provide all information and perform all actions reasonably requested by Lumen to facilitate any onsite work in support of the Service. If Customer restricts Lumen's ability to access devices or applications, Lumen may not be able to perform support. Customer may be responsible for supporting Lumen in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. Lumen will not be able, or required, to troubleshoot issues if a managed device covered by the Service cannot be reached. Customer's primary technical interface person must be available during any remote installation process.

**3.3 Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (a) interferes with Lumen's ability to provide service to other customers, (b) avoids Customer's obligation to pay for communication services, (c) constitutes a criminal offense, (d) gives rise to a civil liability, or (e) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns. Customer agrees to defend and indemnify Lumen for any non-compliant use of the Service

**3.4 Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Schedule. Customer is responsible for unauthorized use of the Service.

**3.5 General Service Restrictions Regarding Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate if any of the following items fail: (a) power used with the Service; (b) the Internet connectivity used with the Service; (c) the Customer Environment; (d) the approved router; (e) Customer premises routers and switches; or (f) the IP enabled devices used with the Service. Additionally, the Service will not operate; (g) while maintenance work is being performed; (h) off-net if PSTN Connectivity fails; or (i) if equipment used with the Service is moved to any location that is not on premise and/or on network for Customer in the HCS region (example: America, EMEA or APAC) where the equipment was configured for use.

**3.6 Telephone Numbers.** Telephone Numbers ("TNs") are provided by the PSTN Service Provider. Customer must provision at least one TN per seat for use with Service. The TNs may be new TNs or Ported TNs. Additionally, the Service Commencement Date and commencement of billing will not depend on completion of porting by the PSTN Service Provider. If Customer requests cancellation or termination of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain from the PSTN Service Provider. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**3.7 Privacy.** Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer information, which may include personal information, content and usage data, and that Lumen and its underlying vendor may have access to such information, including cross-border access, in connection with providing and managing the Services. Customer authorizes Lumen and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and otherwise

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performing under the Agreement and any applicable end user license agreement. Customer is responsible for complying with all laws and regulations applicable to the information processed using the Service, including, but not limited to: (a) all privacy and data protection laws and regulations; and (b) providing requisite notices and obtaining requisite consents from employees, end users, or other users that their personal information and data may be accessed, collected, processed and stored by Lumen or its underlying vendor, including internationally, as described herein.

**3.8 Third-Party Billed Services.** The Service does not support billing for third-party services, and Customer will be responsible for payment of all such charges directly to the third-party provider.

**3.9 Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, Lumen makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures. Lumen makes no warranties or representations that any Service will be free from loss or liability arising out of hacking or similar malicious activity by any third-party.

**3.10 Local Origination.** Customer agrees that the header used to support PSTN redirecting services such as call forwarding (or SIP trunk diversion header), automatic number identification ("ANI") and calling party number ("CPN") delivered with each outbound call will accurately reflect the location of the originating party. For example, Customer may not utilize the Service to create tail end hop off routing to route long distance toll calls across a private WAN VoIP network and drop off the long distance toll calls to the PSTN as local calls at a remote gateway with the express intent of avoiding the payment of rightfully due fees and/or charges to PSTN Service Provider(s). Failure to comply with this provision will constitute a material breach of the Agreement and Customer will bear all liability with any such failure to comply.

**3.11 End User License Agreements.** To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from Lumen's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and Lumen's software vendors. Lumen has no obligation or responsibility for such software. Customer's sole rights and obligations related to such software are governed by the terms of the software license agreements with Lumen's vendors.

**3.12 Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third-parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify Lumen, its Affiliates, agents, and contractors against all third-party claims for damages, liabilities, and expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

**3.13 Access to Emergency Service.** ACCESS TO EMERGENCY SERVICE IS PROVIDED BY THE PSTN SERVICE PROVIDER. LUMEN STRONGLY RECOMMENDS CUSTOMER AND ITS END USERS BECOME FAMILIAR WITH ALL OF THE FUNCTIONAL EMERGENCY SERVICE LIMITATIONS AS DESCRIBED BY THE PSTN SERVICE PROVIDER. LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

**3.14 Cisco Emergency Responder (CER) Feature.**

**3.14.1 CER Functionality.** CER provides the following functionality:

- (a) alerts designated Customer personnel via email, web, or phone that an emergency call has been made from the Customer's premises.
- (b) keeps a log of all emergency calls
- (c) facilitates an automatic update of the Emergency Location Identification Number ("ELIN") when a device that is located on Customers' premise is moved to another location that is on Customer's premise.
- (d) facilitates PSAP callback to an ELIN

**3.14.2 CER Limitations and Customer Obligations**

- (a) The CER feature is only available on Service provided in the United States and Canada
- (b) Customer must comply with all requirements and restrictions of the applicable PSTN Service Provider regarding access to emergency services or Customer may not have access to emergency services through such PSTN Service Provider.
- (c) Customer is responsible for providing Lumen with all Customer information necessary to configure and update CER to work with Customer's instance of Cisco Unified Communications Manager.
- (d) Before using a device off-premises and/or off network (off-premise and/or off network means the device is not physically located on Customer's premise, the device is not connected to Customer's network or the device is connected to the Customer's network via a VPN), Customer's end user is responsible for providing Lumen and the PSTN Service Provider with accurate address and location information for the device. If the end user does not update the location information when using an off-premise and/or off-network device then internal notifications generated when a call is placed to emergency services may contain incorrect location information and emergency services may be sent to the wrong address.

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**3.15 Service Restrictions EMEA and APAC.** In order for Customer to utilize the Service in the Asia-Pacific region (“APAC”), and the Europe, Middle-East and Africa region (“EMEA”) Customer is required to procure its own PSTN Connectivity, as well as Network Connectivity in India, directly from a third-party licensed carrier (“Third Party Connectivity”). It is Customer’s responsibility to ensure that Third Party Connectivity is compatible with the Service. Lumen shall not be responsible for the provision of any emergency calling, surveillance, law enforcement assistance or other mandated functionalities relating to Third Party Connectivity. In APAC countries other than Australia, China, Hong Kong, India, Indonesia, Japan, Macau, Malaysia, the Philippines, Singapore, South Korea, Taiwan and Thailand, Customer shall only use the Service for IP services and not for any calling to, or receipt of calls from, a PSTN. Customer shall defend and indemnify Lumen from all claims and any liability relating to Third Party Connectivity or Customer’s breach of its obligations hereunder.

**3.16 No Resale.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling the Service without the express written permission of Lumen.

**4. Term, Cancellation and Termination.** This Term, Cancellation and Termination section applies to the Service in lieu of any other provision regarding the Term, cancellation and termination in the Agreement that may otherwise apply to the Service

**4.1 Term.** The Service Term will begin on the Service Commencement Date of the first Customer location and will continue for the Initial Term set forth in the pricing attachment (“Initial Term”). Upon expiration of the Initial Term, Service will renew on a 12 month basis (“Renewal Term”) unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. “Service Term” means Initial Term and each Renewal Term. The “Minimum Seat Term” for a Service seat is 12 months. Additional Service seats will be coterminous with the current Service Term, subject to the 12 month Minimum Seat Term.

**4.2 Cancellation.** Customer may cancel the Service before the Service Commencement Date upon written notice to Lumen identifying the affected Service. If Customer does so, Customer will pay Lumen a cancellation charges equal to \$10,000 USD for Lumen’s out-of-pocket costs incurred in constructing and configuring facilities necessary for Service delivery. The charges in this section represent Lumen’s reasonable liquidated damages and are not a penalty.

**4.3 Termination.** If some or all Service is terminated by Customer for reasons other than Cause or by Lumen for Cause before the expiration of the applicable Service Term such that the number of Service seats is 25% less than the original number of Service seats, Customer will pay to Lumen the following Termination Charges: (a) the amount of any NRC/installation charges that Lumen discounted or waived for the terminated Service, (b) 100% of the balance of the MRCs of the terminated Service that otherwise would have become due for the unexpired portion of the Minimum Seat Term and (c) 35% of the balance of the MRCs of the terminated Service that otherwise would have become due for the unexpired portion of the applicable Service Term. Customer remains responsible for all accrued and unpaid charges for the terminated Service provided through the effective date of such termination. Customer understands and agrees that unless Service is completely terminated, the minimum seat requirements for each location and all locations will still apply. If the Agreement is terminated by Customer for any reason other than for Cause, or by Lumen for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. The charges in this section represent Lumen’s reasonable liquidated damages and are not a penalty.

**4.4 Moves.** Customer may move seats to another Customer location if at least 12 months remain in the Service Term. Customer will be charged any third-party charges incurred by Lumen in connection with the move. Customer must submit notice to Lumen at least 30 days before the requested move date.

**5. Charges.** Charges for the Service are set forth in the attached pricing attachment as referenced in this Service Schedule. If new Service elements not included in the pricing attachment are added to Service, the parties will sign an amendment adding pricing for the new Service elements. Charges will commence on the Service Commencement Date. Customer will not be eligible for any offers, discounts, or promotions other than those specifically set forth in the Agreement. Service will be taxed at the Service location where the seat is configured. Lumen may change rates after the completion of the Initial Term with 60 days prior notice. Upgrades and purchases of additional Service after the initial orders may be subject to then-current Service pricing. The seat charges will be presented in Customer’s invoice as separate components for Tax purposes, but the separate component charges will equal the total per seat charge.

**5.1 Off-Net Call Billing.** Off-Net Call charges will be provided by the PSTN Service Provider.

**6. Service Upgrades/MACDs.** Lumen reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer. Customer may also at any time request a move, addition, change or disconnect (“MACD”) to its Service requiring configuration management, such as adding seats. There is no charge for Standard MACDs performed remotely. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer’s location and will be at Lumen’s then-current rates for on-site dispatch.

**7. Withholding Taxes.** Customer will pay invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net



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amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

**8. E-Mail Information/Updates.** Customer acknowledges and agrees that Lumen may contact Customer via e-mail at the e-mail address provided to Lumen when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide Lumen with any and every change to its e-mail address.

**9. AUP.** CenturyLink may also terminate Service for Cause under this Section where Customer's user of the Service is contrary to the Acceptable Use Policy ("AUP") located at <http://www.centurylink.com/legal/>, which is subject to change. Lumen may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers.

**10. SLA.** Service is subject to the Cisco Hosted Collaboration Solution delivered by Lumen Service Level Agreement ("SLA") located at <http://www.centurylink.com/legal/>, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

**11. CPNI.** Lumen is required by law to treat CPNI confidentially. Customer agrees that Lumen may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Lumen's behalf, to determine if Customer could benefit from the wide variety of Lumen products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Lumen in writing. Customer's decision regarding Lumen's use of CPNI will not affect the quality of service Lumen provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**12. Fees.** Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

**13. Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Schedule, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**14. Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and Lumen's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, Lumen will notify Customer of the dispatch fee. Lumen will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by Lumen's facilities or equipment on Lumen's side of the demarcation point.

**15. Service Notices.** Notices for disconnection of Service must be submitted to Lumen via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: Lumen, Attn.: Lumen NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its Lumen sales representative.

**16. Definitions.** Capitalized terms not defined in this Service Schedule are defined in the Agreement.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Lumen of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in this Service Schedule)

"Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to PSTN Service Provider for use with the Service.

"Service Commencement Date" means the date Customer accepts the Service. Customer will have five days from Lumen's ready notification to test the Service. Within the five-day timeframe, if Customer neither informs Lumen about errors nor accepts the Service, Service will be considered to have been accepted, regardless of whether Customer uses the Service. If Customer informs Lumen of Service errors within the five-day timeframe, Lumen will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that Service is ready.

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**ATTACHMENT 1**

**1. Access to Emergency Response Services.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.**

**1.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Customer's PSTN Service Provider (the "Registered Location"). Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped, or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations. Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.*

**1.2 Limitation of Liability.**

**1.2.1** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE PSTN SERVICE PROVIDER OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO PSTN SERVICE PROVIDER'S APPROVAL OF THE REGISTERED LOCATION).

**1.2.2** CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

**ACKNOWLEDGMENT**

Customer Initials: \_\_\_\_\_ I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THIS ATTACHMENT 1 TO THE CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY LUMEN SERVICE SCHEDULE ATTACHED TO THE AGREEMENT. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

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**ATTACHMENT 2**

**LIMITED LETTER OF AGENCY**

**between**

**("Customer")**

**and**

**CenturyLink Communications, LLC d/b/a Lumen Technologies ("Lumen")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated local exchange carrier ("LEC"), interexchange carrier ("IXC"), Internet service provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with Cisco Hosted Collaboration Solution Service Delivered by Lumen ("Service"). Service activities will consist of working with Customer's LEC, IXC, ISP, or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers; (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC, or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MASTER SERVICE AGREEMENT  
MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

**1. General.** Customer must execute this Service Exhibit, the Rental CPE Service Exhibit and the CenturyLink® Total Advantage™, CenturyLink® Loyal Advantage®, or CenturyLink Master Service Agreement (“Agreement”). CenturyLink QCC will provide Managed Enterprise with Cisco Meraki (“MECM” or “Service”) under the terms of the Agreement and Service Exhibits. By purchasing MECM, Customer agrees to the non-negotiable, online Meraki End Customer Agreement terms and conditions at <https://meraki.cisco.com/support/#policies:eca> (“Meraki End Customer Agreement”). Capitalized terms not defined in the Agreement or Service Exhibits and any technical terms used herein will be defined as commonly understood in the industry. In the event of a conflict, the terms of this Service Exhibit and the Meraki End Customer Agreement will prevail over the terms of the Agreement.

**2. Service Description.** MECM provides monitoring and management of the Meraki portfolio of devices in Customer’s network environment. The MECM devices establish logical connections across a physical Internet WAN connection. CenturyLink supports the Service via the password protected Meraki portal (“Portal”).

**2.1 Service Packages.** MECM is available in one of two packages that each contain a fixed set of features. Pricing and charges are based upon the package selected by Customer, as more fully set forth in a valid signed CenturyLink issued quote or Pricing Attachment. The two available package types are:

- a. Device and Management Package.** The Device and Management Package includes: an eligible Rental CPE device (“Device”), Standard Installation, Standard Implementation, Maintenance, Management of the Meraki Devices, Portal Access, and license rights as described in the Meraki End Customer Agreement.
- b. Management Only Package.** The Management Only Package includes Management of a Customer owned Meraki device (“Managed Device”).

**2.2 Devices.** Devices are secure, managed solutions for Wi-Fi, analytics, SD-WAN, network switching, video surveillance, security, voice, and mobility management. CenturyLink offers the following categories of Devices from the Meraki portfolio:

- a. Wireless Access Points.** Wireless Access Points are devices available for indoor and outdoor use to provide Customer with private wireless LAN and/or guest Wi-Fi access.
- b. Security Appliances.** Security appliances provide firewall, universal threat management, and SD-WAN options that meet industry standards. There are two license options for Security Appliances: Enterprise and Advanced. For use with SD-WAN functionality, CenturyLink recommends the Advanced Security License which includes content filtering.
- c. Network Switches.** Network switches provide POE ports for multiple devices with multiple port options that will support Customer’s entire portfolio.
- d. Security Cameras.** Security cameras allow for indoor and outdoor video monitoring with multiple mounting options.

**2.3 Optional Features/Accessories.** The following are optional accessories available with certain Devices for an additional MRC.

- a. Stacking Cables.** Stacking Cables connect multiple Network Switches within the same physical rack at Customer’s location. Stacking Cables are only available if Customer also purchases Network Switches.
- b. Fiber Transceivers.** Fiber Transceivers allow for network signals to be transmitted using fiber optic technology. Fiber Transceivers are only available if Customer also purchases Network Switches or Security Appliances.
- c. Insight Manager.** Insight Manager is an optional feature available only with Security Appliances for an additional MRC per Security Appliance, which allows Customer to monitor the performance of web applications on their network via the Portal.

**2.4 Management.** Network management (“Management”) includes (a) 24x7x365 performance management by CenturyLink skilled operations engineers; (b) continuous network monitoring of Devices and Managed Devices and notification; (c) fault management and analysis to correct unusual operational behaviors; (d) patch management for all hardware and software and (e) on-site repair services including coordination with Meraki.

**2.5 Standard Implementation.** Standard Implementation includes (a) responsibility for roll-out schedule, installation management, and project communication; (b) standard configuration of each device in the Portal that can be replicated for all networks; and (c) shipment of all equipment to the end-customer site location based on the deployment schedule.

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MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

**2.6 Standard Installation.** Service will be installed by CenturyLink or CenturyLink provided contractors. Standard Installation includes onsite installation of equipment, test and activation. Standard Installation also includes up to 300 ft. of cabling for each Wireless Access Point and Security Camera if required. Installation is only considered Standard Installation if: a) no lifts are required, (b) no firebreak penetrations are required, (c) customer provides heat maps and AP locations (d) all ceilings are either drop or rafter constructed and (e) all work is completed during normal business hours (8:00 AM to 5:00 PM) local time. As part of Standard Installation, a CenturyLink technician will be on Customer's premises for four (4) hours. If additional time is needed, Customer may purchase additional installation services for \$250 per hour. Customer may be responsible for completing any necessary work or for contracting a third party to do so. Customer agrees to allow CenturyLink access to Customer's premises at reasonable hours as necessary. Customer's authorized representative must be present during installation. If Customer misses a scheduled installation, or tries to cancel a scheduled installation with less than one full business day prior notice, Customer will pay any charges assessed by CenturyLink for the missed appointment. CenturyLink reserves the right to cancel the applicable Service order if any scheduled installation has been cancelled, missed or rescheduled by Customer on two (2) occasions. Customer is responsible for necessary preparations at its location(s) for delivery and installation of equipment and the installation and ongoing provision of Service, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the equipment or Service. Upon request, Customer will provide CenturyLink with accurate site and physical network diagrams or maps of a service location, including electrical and other utility service maps. If Customer requests subsequent installation-related visits from CenturyLink, Customer will pay any additional charges associated with the additional work.

**2.7 Maintenance.** Service maintenance will be conducted remotely through the Portal when CenturyLink receives an alarm notification or when Customer notifies the MECM operations center (844-210-8821). If CenturyLink determines a Device or Devices need to be replaced, the operations center will open a ticket through the Portal or contact Meraki directly to have a replacement Device shipped to the customer site if required in accordance with the return and replacement policy found at <https://meraki.cisco.com/support>. CenturyLink will dispatch a technician for replacement installation if required.

**2.8 Portal Access.** Customer will have access to the Portal for reporting analytics and full visibility to their network with the option to change their Service configuration. CenturyLink will be able to perform ongoing configuration changes, and monitoring. Requests for configuration changes must be submitted by calling the MECM operations center. CenturyLink will exclusively maintain global administrative access to the Service at all times. CenturyLink will not be responsible for outages or security incidents that occur due to Customer changes or configuration.

**2.9 Optional Additional Services.**

- a. **Systems Manager.** Systems Manager provides cloud-based, centralized enterprise mobility management via the Portal. Systems Manager also includes license rights as described in the Meraki End Customer Agreement. Systems Manager is priced per end user device (i.e. laptop, mobile phone, tablet, etc.) enrolled in the service ("End User Device"). Certain software must be installed by Customer on the End User Device(s) Customer chooses to enroll. Depending on the type of End User Device, Customer will then be able to remotely perform actions such as accessing and deleting files, tracking location, enforcing policies, and installing and removing apps. Customer will have full access to manage the end user device(s).

**2.10. Additional Installation Services.** If Customer's location requires additional installation support that falls outside of Standard Installation, as described above, an Additional Installation NRC will apply

Examples of Additional Installation Services include:

- a. **Pre-Installation & Predictive Design ("PPD") (Per Site)** Customer may purchase PPD for an additional NRC at each location. PPD includes: (i) two-hour on-site technician support; (ii) a report detailing network availability and physical components (e.g., power availability, site obstructions, network closet/rack availability, switch port availability, and internet access); (iii) predictive design; and (iv) AP placement. PPD will be performed during normal business hours (excluding holidays). If Customer's location exceeds 50,000 square feet, Customer will pay an additional \$250 NRC in increments of 10,000 square feet. If Customer requires more than two hours of on-site technician support, Customer will pay an additional \$250 NRC for each additional hour of support.
- b. **Scissor Lifts.** If device placement is above 10 ft., installation will require the use of a scissor lift.
- c. **Additional Cabling.** If required length of ethernet cabling exceeds the included 300 ft., Additional Cabling will be required. Customer will be charged an additional NRC for each 25 ft. increment of Additional Cabling.

**MASTER SERVICE AGREEMENT  
MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

**3. Customer Responsibilities.**

**3.1** Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations with respect to personally identifiable information, Customer traffic, or other sensitive information collected, stored, processed, sent or received by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from end users that the Customer Traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by CenturyLink or Cisco in accordance with this Service Exhibit and the Meraki End Customer Agreement. In addition, Customer consents to CenturyLink's processing and use of information solely in connection with its performance of the services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner.

**3.2** Customer must notify CenturyLink of any move or relocation of Service.

**3.3** Customer must have access to the public internet and Customer will be responsible for the underlying internet connection. Customer's internet connectivity must include an ethernet hand-off. If a Customer provided internet connection does not include an ethernet hand-off, a termination device for that hand-off will be required that supports an ethernet hand-off to Service.

**3.4** Customer is responsible for sharing with CenturyLink all information that might impact the Service or CenturyLink's ability to provide the Service as soon as the changes or problems are discovered. This includes informing CenturyLink of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.

**3.5** Customer is responsible for providing end-user support.

**3.6** Customer is responsible for providing CenturyLink with a person, group of people, or help desk to serve as the central point of contact for all information exchanged with CenturyLink necessary to troubleshoot or facilitate the Service ("POC"). The POC should be available 24 hours a day. The POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the work day or after hours. The POC must be available during any remote installation process. CenturyLink is not responsible for damages that may be incurred because the POC is unreachable. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform support.

**3.7** Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

**3.8** Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities.

**3.9** Customer must have an internet connection with an internet path from Customer to CenturyLink for network management and control purposes. Customer's environment must meet certain performance specifications designated by Meraki. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users, or failures or malfunctions in the Customer's environment. If CenturyLink determines that Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the Service. CenturyLink has no obligation to provide Service at that location. In this event, no MECM Cancellation Charges will be imposed. Customer must provide all information necessary for CenturyLink to manage the Service, including but not limited to Customer's Internet provider name, service desk number, and circuit IDs.

**3.10 For the Management-Only Package.**

- a. Customer is required to maintain the associated Meraki license for the managed Devices and maintain the software within one version of the current release.
- b. Customer is required to inform CenturyLink of the type of Meraki licenses owned in association with the Managed Devices, as well as any other information requested by CenturyLink in relation to Customer-owned Meraki licenses.
- c. Customer must execute a Letter of Agency with Meraki for the purposes of facilitating management services, and provide a copy of the Letter of Agency to CenturyLink.

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**3.11 For the Device and Management Package.**

- a. Customer will provide CenturyLink with adequate space (e.g., an equipment closet) and appropriate access to Customer's designated locations. CenturyLink will provide instructions to Customer for use of the Service.
- b. Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of Service.
- c. Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

**4. Consent to Access and Use Customer Information.** Customer acknowledges that the Service enables the collection, use, storage and sharing of Customer traffic, which may include personal and usage information, and that CenturyLink may have access to such information in connection with managing the Services. Customer authorizes CenturyLink, Cisco, or other authorized vendors to access and use such information for purposes of providing the Services and as otherwise described in this Service Exhibit and the Meraki End Customer Agreement. Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support.

**5. Data Compilation.** Customer authorizes CenturyLink or its authorized vendor to use of inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. CenturyLink may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain event log data for as long as necessary or useful for its uses consistent with this Service Exhibit. CenturyLink has no obligation to provide log data to Customer.

**6. Excluded Services.** CenturyLink is not responsible for any services, systems, software or equipment Customer uses with Service. CenturyLink will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers).

**7. Charges.** Customer must pay all applicable MRCs and NRCs set forth on a valid signed CenturyLink-issued quote or Pricing Attachment. The rates set forth on the quote or Pricing Attachment will be used to calculate Contributory Charges. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

**8. Term; Cancellation.** Customer must purchase each Service for a specific term for the particular Service ordered (each, a "Service Term"). The Service Term for each Service Package is set forth on a valid signed CenturyLink-issued quote or Pricing Attachment. The Service Term for each Service Package will begin and charges will commence within five days after the date CenturyLink notifies Customer that the Service Package is provisioned and ready for use ("Service Commencement Date"). The minimum Service Term for a Service Package is 36 months. The Service Term for each new Systems Manager instance will begin and charges will commence once the End User Device is enrolled. Despite anything to the contrary on the signed quote or Pricing Attachment, the Service Term for each Systems Manager instance is 36 months. After the Service Term, Service will renew for a period of 12 months, unless mutually agreed to by both parties in writing, for additional period(s). If the Agreement, or any Service provisioned under this Service Exhibit, is cancelled prior to the expiration of the applicable Service Term for reasons other than by Customer for cause, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) 100% of the applicable MRCs, multiplied by the number of months remaining in the first 12 months of the Service Term, if any, plus (b) 75% of the applicable MRCs, multiplied by the number of months remaining to complete the Service Term, if any; and (c) the amount of any NRCs/installation charges that CenturyLink discounted or waived. Customer remains responsible for all accrued and unpaid charges, including but not limited to Installation NRCs, for the cancelled Service provided through the effective date of such cancellation. The Term and Cancellation Charge defined herein will apply in lieu of any minimum service term and cancellation charges defined in the Rental CPE Service Exhibit, except that the charge in the Equipment section that applies if Customer fails to return equipment to CenturyLink will also apply.

**8.1 Cancellation Before the Service Commencement Date.** If cancellation occurs before the Service Commencement Date, Customer will pay (a) one month's MRC; (b) any NRCs identified in the attached or subsequently signed quote and (b) any unpaid charges incurred by CenturyLink or any third-party and agreed upon by Customer, including but not limited to construction costs, necessary for Service delivery.



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**9. Moves.** Customer may move Devices to another Customer location if at least 12 months remain in the Service Term. Customer will be responsible for any additional relocation costs as a result of the move. Customer must submit notice of the move, and any other requested information relative to the new Customer location, to CenturyLink at least 30 days before the requested move date.

**10. Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

**11. AUP.** All use of the Services will comply with the AUP, posted at <http://qwest.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

**12. Additional Disclaimer of Warranty.** Meraki makes warranties directly to Customer pursuant to the Meraki End Customer Agreement. CenturyLink does not make any representations, warranties, or any other commitments regarding Meraki or its products. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by CenturyLink. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with MECM, or that use common network features, have appropriate-security controls. Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

**13. Additional Indemnity Provision.** Despite anything to the contrary elsewhere in the Agreement, Customer's only rights to indemnification for claims arising out of or related to the Meraki devices are described in the Meraki End Customer Agreement.

**14. Resale Restriction.** Customer warrants: a) Service is for its own use; b) it will not resell the Service in whole or in part, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law; c) it will not otherwise transfer the Service to any other person or entity except, as applicable, an end user and d) it will not in any way offer third party access to the Service, other than to its end users, even if it adds features or functions to the Service or combines the Service with another service.

**15. SLA.** Despite anything to the contrary elsewhere in the Agreement, Customer's only remedies for service interruptions are described in the Meraki End Customer Agreement.

**16. E-Mail Notification/Updates.** Customer agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any change to its e-mail address.

**17. Other Terms.**

**17.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**17.2 Cancellation and Termination Charges.** This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

**17.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote



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will take precedence over the order request form, but not over the Service Exhibit.

**17.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**17.5 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**17.6 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

**17.7 Fees.** Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% 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 <https://www.centurylink.com/taxes>.

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**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

**between  
("Customer")  
and**

**CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with Managed Enterprise with Cisco Meraki ("Service"). Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

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Authorized Signature

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Name Typed or Printed

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Title

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Date

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

1. **Applicability.** This Service Schedule applies when Customer orders Cisco Webex® Calling delivered by CenturyLink (“Service”) or available Products from CenturyLink. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the “Agreement”). Terms used but not defined herein shall have the meaning set forth in the Agreement, and any capitalized or other technical terms used herein, but not defined herein or in the Agreement, will be defined as commonly understood in the industry. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule shall control with respect to the Service herein. Customer expressly agrees that CenturyLink may use third party suppliers to provide the Service, provided that CenturyLink remains responsible to Customer hereunder. Service is subject to availability.

2. **Service.** The Service includes Cisco Webex Calling (“Webex Calling”) and voice connectivity. In addition to the Service Customer must separately purchase and pay for Internet Connectivity for use with the Service.

2.1 **Description.** The Service is an Internet protocol (“IP”) application that provides real time, two-way communication capability in IP over a broadband connection. Customer purchases the Service on a per license basis. Additional information regarding features supported by the Service is available from CenturyLink upon request.

(a) **Cisco Webex Calling.** As part of the Service, CenturyLink includes a cloud-based PBX unified communications service hosted by Cisco that consists of a core set of voice business communication features. Customer will receive the Webex Calling features, supported by CenturyLink. A list of Webex Calling features is available upon request. Webex Calling is available in two station types:

(i) **Enterprise Station.** Enterprise Station is a full feature calling and collaboration seat. The seat includes standard PBX telephony features and Webex team collaboration features. This station is intended for Customer’s contractors or employees using the Service as part of their job duties.

(ii) **Common Area Station.** Common Area Station provides dial tone and limited telephony features intended for common area locations like a breakroom, lobby or cafeteria.

(b) **Voice Connectivity.** As part of the Service, CenturyLink provides voice connectivity, which includes connectivity to the Public Switched Telephone Network (“PSTN”), that allows inbound and outbound telephone calls for the Cisco Webex Calling component.

(i) **Local, Domestic Long Distance, 8XX and On-Net Calls.** Local calls, U.S. outbound domestic long distance, 8XX outbound calls, and On-Net Calls are included in the Service MRCs. An On-Net Call means calls between the Service and any of the following CenturyLink services: CenturyLink UCaaS SIP Trunk, UCaaS Hosted PBX, Hosted VoIP, IQ SIP Trunk, Managed Office, Managed Office Essentials SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, Cisco Webex Calling delivered by CenturyLink or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier’s IP network. Inbound domestic toll free is not provided as part of the Service.

(ii) **International Long Distance Calls.** Additional per minute charges apply to all outbound international long distance calls except On-Net Calls. Standard per minute rates for international long distance are shown in the ISS. “ISS” means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/qcc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/qcc_info_services.pdf) and which is subject to change. The ISS contains the current standard rates for non-On Net international calls. International toll free services are not available with the Service. Inbound international toll free is not provided as part of the Service.

(iii) **Operator Services.** No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: [http://www.centurylink.com/tariffs/fcc\\_clc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf).

(iv) **Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.

(v) **Directory Assistance.** A flat per call charge applies to directory assistance.

(vi) **Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.

(c) **Approved Devices.** Any IP Phones, Analog Telephony Adapter, or other IP calling device (“collectively IP Device”) used with the Service must be an Approved Device. “Approved Device” means IP Devices approved by CenturyLink for use with the Service. A list of Approved Devices is available upon request. All IP Devices used with the Service must include an operating system that complies with CenturyLink’s minimum requirements; and be re-imaged or programmed by Customer to work with the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring IP Devices used with the Service.

(d) **Products.** Customer may purchase from CenturyLink certain IP Devices and other phone accessories manufactured by Cisco for use with the Service (collectively “Products”). All sales are final except as provided by manufacturer. Customer will pay all applicable shipping charges for the Product. Ownership and all risk of loss of Product except damage caused by CenturyLink, its agents or subcontractors, will transfer to Customer when the Product ships from the manufacturer. CenturyLink will invoice Customer for the Product upon delivery confirmation. Customer will notify CenturyLink in writing of any portion of the Product that does not operate materially in accordance with the manufacturer’s specifications. Failure to notify CenturyLink within 10 days of actual delivery date constitutes final Acceptance. “Acceptance” means Customer agrees that CenturyLink has delivered the Product, that it operates materially in accordance

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

with the manufacturer's specifications, and that Customer will fulfill its obligation for payment. CenturyLink will have the right to cure any portion of an order for Product(s) that has been rejected. Any portion that is not rejected and which is functionally divisible may be invoiced separately. All CenturyLink-provided Products are subject to all applicable terms and conditions set forth by Cisco, including but not limited to end-user license agreement (EULA), warranties, and return material authorization policies. Links to the Cisco End User License Agreement EULA and applicable Cisco warranties, if any, may be viewed at:

Warranties and EULA: <https://www.cisco.com/c/en/us/products/warranty-listing.html>

### 2.2 Service Conditions. The following conditions apply to the Service:

**(a) Site Conditions.** Customer is responsible for ensuring that its Customer data network/equipment and premise environment ("Customer Environment") is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment.

**(b) Access.** Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service, if provided as part of the Service for a specific Customer location. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

**(c) Voice Services (Long Distance).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Schedule.

**(i) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. All use of the voice services will comply with and be subject to the Services Guide, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Schedule by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.

**(ii) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**(iii) Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect Service on which the Non-completed Call Percentage Threshold was exceeded.

**(d) International Call Billing.** International charges are quoted in full minutes. Each international call that is not an On-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**(e) Unsupported Calls.** The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone, unless another telephony device from which the call can be originated via the end user portal is used. "Soft Phone" means software for an IP-enabled device that allows Customer's end users to use the Service to make and receive calls on that device.

**(f) Area of use.** The Service is intended to be used only at one location that is specified by the Customer as the place of use for a particular TN within the United States (not including U.S. territories). Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one location in any other location, unless Customer has requested a change of its Registered Location, and has received approval and the Registered Location Update Confirmation from CenturyLink as set forth in the "Use of Service at a Different Location" section below. Emergency response service calls automatically route to the appropriate emergency response service center based upon the Registered Location. If Customer or an end user tries to use the Service (i) at a location other than a Registered Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

risk (including without limitation, the risk that Customer will not have access to emergency response services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service).

**(g) Use of Service at a Different Location.** Customer may only use the Service at the Registered Location for that TN. Customer must obtain CenturyLink's approval to change the Registered Location by submitting a Registered Location change request at <https://portal.centurylink.com/au-centurylink-engage/app/911/request-address-update>. Customer must submit a Registered Location change request before using Service at any location other than the Registered Location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in emergency service calls being routed to the incorrect emergency response operator based on incorrect address information. Upon submission of Customer's Registered Location change request, CenturyLink will reject the request, or accept and begin processing the request. If CenturyLink accepts Customer's Registered Location change request the request will be processed and upon completion Customer will see a message that indicates that Customer's Registered Location has been updated to the address listed ("Registered Location Update Confirmation"). Any emergency response services calls placed prior to receiving the Registered Location Update Confirmation will be routed according to the last Registered Location. If, upon submission of a Registered Location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to emergency response services, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to dial emergency response services at another address without following the above address change process.

**(h) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

**(i) Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Schedule. Customer is responsible for unauthorized use of the Service.

**(j) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (including, without limitation, end users will be unable to access emergency response services) if any of the following items fail: (i) power used with the Service; (ii) the Internet Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet Connectivity under the terms of that service); and (iii) the Customer Environment or (iv) IP Devices used with the Service. Additionally, the Service will not operate (including, without limitation, end users will be unable to access emergency response services) (v) while maintenance work is being performed, or (vi) if an IP Device or Soft Phone used with the Service is moved from the Registered Location for emergency response services (IP Devices and Soft Phones are assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a change of its Registered Location, and has received approval and the Registered Location Update Confirmation from CenturyLink as set forth in the "Use of Service at a Different Location" section above, Customer may move the IP Device or Soft Phone.

**(k) Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**(l) Telephone Numbers.** Customer must provision at least one telephone number ("TN") for use with Service. The TNs may be new TNs or Ported TNs. Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the date that Service is installed and billing for a Service begins ("Service Commencement Date") for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service termination, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**(m) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider. (can't really mess with call integrity/detail)

**(n) Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from telephone numbers that have not been ported to Service or have not been assigned by CenturyLink. ("Alien TNs"), including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN that belongs to Customer as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

outbound calls made using telephone numbers that are not assigned and ported to Customer will be treated as long distance. "Calling Party Number" or (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

**(o) End User License Agreements ("EULA").** To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its end users use the third-party software with Service, the Service will support emergency response calling with the software, provided Customer and its end users expressly follow the instructions for emergency calling found in this Service Schedule and in the emergency services advisory for the Service. In part, those instructions state that a Customer end user must not use the third-party software client to dial emergency response numbers except from that end user's registered physical location. Use at a location other than the registered physical location may route emergency calls to an incorrect emergency call dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its end users become familiar with all of the functional limitations described in this Service Schedule and the emergency services advisory. The URL to access the CenturyLink emergency services advisory is <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. It is also recommended that Customer and its end users maintain alternative access to emergency response services.

**(p) Cisco Terms of Use.** In connection with its use of Services, Customer agrees to comply with the Universal Cloud Terms, the applicable Cisco Offer Description, and Cisco EULA (as applicable) found at: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>, each as amended from time to time (collectively "Cisco Terms of Use"). Customer acknowledges that it has read and understands the Cisco Terms of Use and agrees to be bound by the terms thereof.

**(q) Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

**r) Ancillary Device PCI Compliance.** Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

**(s) Security.** CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including, SMS text, facsimile and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary. Customer will ensure that all Customer data stored transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption. Customer is responsible for Customer's own network security policy and security response procedures.

**(t) SLA.** Service is subject to the SLA contained in Attachment 1. All other services, facilities, and components relating to Service, including without limitation Products, Internet Connectivity, CPE, the Customer Environment, and another carrier's IP network, are not included in the SLA measurement. The SLA credit is Customer's sole remedy for any nonperformance, outages, failures to deliver or defects in Service

**(u) Protected Data.** By ordering the Service, Customer provides its consent for Cisco to share Protected Data with CenturyLink and for CenturyLink to share Protected Data with Cisco, in each case to the extent required to provide the Service. "Protected Data" is defined in the Master Data Protection Agreement located at <https://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf>.

**3. Internet Connectivity.** Internet Connectivity is not part of the Service and Customer must obtain it separately.

### 3.1 Customer Responsibilities

**(a)** Customer is responsible for providing internet access ("Internet Connectivity") that is compatible with the Service and meets the minimum speeds necessary to support the Service. Customer will be responsible for troubleshooting all Quality of Service ("QoS") and connectivity issues including, but not limited to, engaging the Internet Connectivity provider on outage and quality issues

### 3.2 CenturyLink Responsibilities



(a) If Customer experiences Service performance issues at any location, CenturyLink will work with customer to isolate the problem. However, CenturyLink's sole obligation will be to provide IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality issues associated with connectivity and CenturyLink will not work with an Internet Connectivity provider on behalf of Customer.

(b) The performance and quality of the Service depends upon the Internet Connectivity obtained by Customer. CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit. This includes, but is not limited to, placing and receiving calls (including emergency response calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

(c) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at any location related to or caused by the failure of the Internet Connectivity or any equipment of the Customer or Internet Connectivity provider.

**3.3 Additional Service Limitations, Including Emergency Response Services Calls.** If the Internet Connectivity selected by Customer does not have QoS, the parties agree that Customer may experience service limitations, call quality issues and/or failure of calls to complete at that location, including calls to emergency response services.

#### 4. Access to Emergency Response Services.



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.**

**4.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to CenturyLink (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain CenturyLink's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by CenturyLink. Customer understands that Registered Location updates do not occur immediately. CenturyLink will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. CenturyLink specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *CenturyLink will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and CenturyLink recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. **Effective upon posting, CenturyLink may modify the Emergency Calling limitations or requirements provided in the Advisory if in CenturyLink's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.** Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.*

#### 4.2 Limitation of Liability.

(a) CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO CENTURYLINK'S APPROVAL OF THE REGISTERED LOCATION).

(b) CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS'

## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

FEES, ARISING FROM OR RELATED TO CUSTOMER'S, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

**5. Damage Cap.** In no event shall CenturyLink's total aggregate liability arising from or related to Products and Service purchased under this Service Schedule exceed the total MRCs, NRCs, and usage charges paid or payable to CenturyLink for the affected Product or Service in the twelve months immediately preceding the first event giving rise to the cause of action.

**6. Charges.** Customer shall pay all applicable MRCs, NRCs and usage charges for the Service. Charges for the Service are as set forth in the ISS, applicable tariff and the Order. New Service elements may be added to Service via a new Order. The rates for international long distance calls that are not On-Net calls, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer).

**6.1 Cancellation and Termination Charges.** This Section replaces the Cancellation and Termination Charges section of the Agreement.

**(a)** Customer may cancel an Order (or portion thereof), prior to the delivery of a notice from CenturyLink that Service is available for use, upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of all charges incurred by CenturyLink as a result of the cancellation including but not limited to any cancellation or termination charges levied by Cisco for the cancelled Service.

**(b)** Customer may terminate a specified Service after the delivery of a notice from CenturyLink that Service is available for use, upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer shall not be entitled to any refund of pre-paid amounts and Customer shall be responsible for 100% of any recurring charges which would have been charged for the remainder of the Service Term. The charges in this section represent CenturyLink's reasonable liquidated damages and are not a penalty.

**7. Order Acceptance.** Notwithstanding anything to the contrary in the Agreement, CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) a notice accepting the Order.

**8. Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Service to a third party.

**9. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal> and incorporated by reference into this Service Schedule. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, websites, and products.

**10. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address with CenturyLink.

**11. MACDs.** "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for standard MACD remote configuration support is included in the charges for the Service. Charges for non-standard MACD will be quoted prior to commencement of work.

**12. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.



## CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

### Attachment 1

#### SERVICE LEVEL AGREEMENT for Cisco Webex Calling delivered by CenturyLink

- 1. AVAILABILITY LEVEL.** Service will be Operational and CenturyLink will maintain 99.9% availability of the Service (excluding standard scheduled maintenance intervals or force majeure events) over any one calendar month period ("Availability Level"). Products, Internet Connectivity, CPE, the Customer Environment, another carrier's IP network and/or outages directly related thereto and that are, in each case outside of the reasonable control of CenturyLink are excluded. As used in the definition of Availability Level, "Operational" means that all end users will have access to the Service for the purpose of initiating and/or receiving audio calls
- 2. DOWN TIME CREDIT.** For any service month where the Services do not meet the Availability Level ("Down Time"), CenturyLink will issue a credit to Customer equal to the amount of Service MRCs for affected Service paid in advance for the Down Time period; provided that (i) the Customer's use of the Services is impacted, (ii) the Down Time is reported to CenturyLink within twenty-four (24) hours of each occurrence, and (iii) Customer requests credits not more than thirty (30) days after each occurrence. The total service credits issued by CenturyLink for any service month will be up to a maximum of fifty percent (50%) of the Service MRCs for affected Service paid for the affected month.
- 3. CREDIT ADJUSTMENT.** The credit described above may be applied to Customer's invoice within 60 days of the defined amount owed.
- 4. CONFIDENTIALITY.** CenturyLink agrees that the existence and terms of this SLA, any reporting of Availability Levels, and the issuance of any credits in accordance with this SLA, are strictly confidential and shall only be disclosed to Customer, and to employees of the parties on a "need to know" basis for purposes of fulfilling the parties' obligations hereunder. Neither party will disclose to any third party the existence, intent, or terms of this SLA without the prior written consent of the other party.

CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

Attachment 2  
WARNING LABELS (US)

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
Your broadband/interconnect connection has failed or is disconnected  
Your electrical power is disrupted  
The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call, PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
Your broadband/interconnect connection has failed or is disconnected  
Your electrical power is disrupted  
The current location of your handset has not been registered with your service provider  
  
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Your broadband/interconnect connection has failed or is disconnected  
Your electrical power is disrupted  
The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call, PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

## LUMEN CUSTOM SOLUTIONS AND SERVICES SCHEDULE

**1. General.** This Custom Solutions and Services Schedule ("Schedule") is entered into between Lumen and Customer and is effective as of the date last signed ("Schedule Effective Date"). "Lumen" is defined for purposes of this Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Schedule. If Lumen and Customer have not executed a Custom Solutions and Services Schedule, then the standard Custom Solutions and Services Schedule, a copy of which is available upon request, will govern the applicable Statements of Work ("SOWs") and SOW Change Requests. This Schedule is governed by and incorporates by reference the Lumen or CenturyLink Master Service Agreement or other service agreement executed between the parties, or the then current standard Lumen Master Service Agreement if no agreement has been executed. This Schedule, any attached or incorporated documents, Statements of Work ("SOWs"), SOW Change Requests, and the applicable agreement between Lumen and Customer collectively comprise the agreement between the parties ("Agreement"). Capitalized terms used and not otherwise defined in this Schedule will have the meaning set forth in the Agreement.

**1.1 Additional General Terms.** Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Services and Acceptance.** This Section replaces the Orders section in the Agreement for Services purchased under this Schedule. Lumen will provide the professional, consulting, analytical, design, technical, implementation, management, and security services ("Services") identified in the applicable statement of work ("SOW") pursuant to the Agreement. Services are provided by the Lumen affiliate identified in the SOW; and Lumen may utilize its own employees or subcontractors and may change, modify, or replace any of Lumen network hardware, software, or equipment used to deliver Services. Customer will comply with the responsibilities identified in the SOW or a SOW Change Request. Lumen's performance will be excused where the Services are contingent upon Customer's performance until Customer complies with its responsibilities; Lumen will receive additional time to complete the Services after Customer complies. Customer's noncompliance may result in an adjustment of the charges, including charges for additional hours required to complete the Services. Except as otherwise provided in a SOW, Services will be deemed accepted unless Customer provides written notice of any deficiency to Lumen within three business days after commencement of work or delivery of the Services, including phased delivery of Service, if applicable (the "Acceptance Period"). Such notice must detail and demonstrate the deficiency to Lumen's reasonable satisfaction. Lumen will remedy the deficiency and will notify Customer accordingly, at which time a new Acceptance Period will begin. Lumen will delay billing until Services are accepted.

**2.1 Service Term.** The Services will continue for the term specified in the applicable SOW ("Service Term"), unless terminated by either party pursuant to the terms of the Agreement or this Schedule.

### **3. Customer Responsibilities.**

**3.1 Charges; Payment.** This Section replaces the Commencement of Billing section in the Agreement. Subject to the Services and Acceptance section above, the Service Commencement Date for Services is the date Lumen begins performing Services or as specified in a SOW. Customer will pay all charges (including reasonable travel and living expenses and third-party charges) and any progress payments as set forth in a SOW and all applicable Taxes and Fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges. "MRC" means monthly recurring charge, and "NRC" means non-recurring charge. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen 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 [www.lumen.com/taxes](http://www.lumen.com/taxes).

**3.2 Termination.** This Section replaces the Cancellation and Termination Charges section in the Agreement. Either party may terminate a SOW upon 30 days prior written notice. Cancellation charges will be identified in the SOW. Customer will remain liable for charges accrued but unpaid as of the termination date.

**3.3 Letter of Agency.** If applicable, upon the execution of an applicable SOW, Customer will sign a Letter of Agency giving Lumen the limited authority to directly notify the appropriate vendor for the purpose identified in the Letter of Agency. Customer may terminate this authorization at any time upon notice to Lumen. If applicable, Customer will also provide its vendors with a letter (with a copy to Lumen) acknowledging Lumen'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 Lumen with a copy of any contractual commitments between Customer and its vendor that Lumen must be aware of or comply with in order to dispatch such vendor accordingly.

**3.4 Non-solicitation.** Customer or its third party will not knowingly solicit or recruit for employment or hire any Lumen Resource for one year following the termination of a SOW for which the Lumen Resource performed work for Customer, except that Customer may recruit or hire a Lumen Resource identified by Customer solely as a result of the Lumen Resource's response to a non-specific, general advertisement by Customer. "Lumen Resource" means an employee, consultant or contractor assigned by Lumen to perform the Services.

## LUMEN CUSTOM SOLUTIONS AND SERVICES SCHEDULE

### 4. Additional Service Limitations and Disclaimers.

**4.1 Disclaimer of Warranties.** Lumen will not be liable for any damages incurred by Customer or third parties resulting from Customer's non-compliance with any standards which apply to Customer. Each party's total aggregate liability arising from or related to the Services will be limited to the total charges paid or payable under the SOW that gave rise to the claim, except that Customer remains liable for its obligations under the "Charges; Payment section" and any Customer-specific indemnification obligations. Customer's sole remedy for any dissatisfaction in the performance of any of the Services is the SLA, if applicable, or to terminate the relevant SOW. THE SERVICES, INCLUDING ANY DELIVERABLE AND ANY OPEN SOURCE SOFTWARE, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) THE SERVICE OR ANY DELIVERABLE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER; (B) ALL ERRORS CAN BE CORRECTED; (C) ALL RISKS, POTENTIAL SECURITY AND COMPLIANCE GAPS WILL BE ACCURATELY IDENTIFIED; OR (D) THAT THE SERVICES AND DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND COMPLIANCE RELATED OBJECTIVES.

**4.2 Compliance and Security.** Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect data transmitted or processed by Lumen from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The Lumen information security program is subject to reasonable changes by Lumen from time to time. Customer will ensure that all Customer data transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

### 4.3 Intellectual Property; Software.

**4.3.1 Intellectual Property.** Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. Except as expressly set forth below with respect to Document Deliverables, Customer Technology and Content, nothing in this Schedule or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

**4.3.2 Customer License to Document Deliverables.** Upon receipt of full payment, Lumen grants to Customer an irrevocable, perpetual, non-exclusive, world-wide, right and limited license under Lumen's copyright rights to internally use, reproduce, distribute copies of and prepare derivative works of the Document Deliverables ("Deliverable License"); provided however, Customer will treat the Document Deliverables as "confidential" pursuant to the terms of the Agreement and any applicable confidentiality agreement(s) by and between Customer and Lumen unless otherwise agreed to by Lumen. For purposes of this Section, "Document Deliverables" will mean any reports or other documentation prepared by Lumen exclusively for Customer pursuant to an applicable SOW under this Service Schedule.

**4.3.3 Software.** Customer agrees that any third-party software including any corresponding documentation, provided to Customer by Lumen in connection with the Service will be used strictly in accordance with all applicable licensing terms and conditions. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. Any software (including related documentation) that may be provided by Lumen or its third party licensors to Customer may only be used by Customer in connection with the Services. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable with respect to any such software. Lumen may require Customer to purchase vendor supported upgrades at an additional cost where needed for Lumen's continued provision of Services; Lumen may charge Customer for support or additional tasks incurred from Customers' continued use of an unsupported configuration. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability in such events.

**4.3.4 Third Party Software and Customer Technology.** If Customer elects to use Customer provided and/or licensed software in connection with the Services or make such software available to its end users, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software. Customer acknowledges that Customer's failure to perform any of the foregoing responsibilities (a)-(b) may result in Lumen's inability to provide the Services, in which case, Lumen will have no liability for failure to provide such Services. To the extent required by Lumen to provide the Services pursuant to an applicable SOW, Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology and Content to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen. All right, title and interest in and to any Customer Technology and Content will remain solely with Customer, its affiliates and their licensors. "Customer Technology and Content" means the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

LUMEN CUSTOM SOLUTIONS AND SERVICES SCHEDULE

4.3.5 Freedom of Action. Nothing in the Agreement will preclude Lumen from developing, marketing, and distributing any software or integration code or performing any services similar to the Services for itself or for any third party, provided that Lumen is in compliance with confidentiality obligations under the Agreement.

4.4 Confidentiality. In addition to the confidentiality terms contained in the Agreement, confidential information also includes Lumen Technology and Customer Technology and Content. Lumen Technology and all enhancements and improvements are the exclusive property and confidential information of Lumen. Customer Technology and Content and all enhancements and improvements are the exclusive property and confidential information of Customer. Confidential information will not include Customer data, the obligations for which are governed by the Compliance and Security section. "Lumen Technology" means the proprietary technology of Lumen and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer data), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Lumen Technology conceived, reduced to practice, or developed during the term of the Agreement.

4.5 Miscellaneous. Customer will defend and indemnify Lumen, its affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising from the actions of Customer and its employees as related to the Services or Lumen Resources. Notices for disconnection of Service must be submitted to Lumen via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: Lumen, Attn.: Lumen NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its Lumen sales representative. In the event of a conflict between the terms of the Agreement, this Schedule, any SOW and any Change Request, the order of priority will be the SOW Change Request, the SOW, this Schedule, and then the Agreement. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule or any SOW without the express written consent of Lumen and, if applicable, Lumen's subcontractor. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or Lumen is otherwise acting as a Business Associate (pursuant to HIPAA), Lumen will agree to the terms in its then-current Business Associate Agreement upon Customer's request. Lumen and its affiliates or subcontractors may use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) for the sole purpose of: (i) providing and managing the Services; (ii) fulfilling obligations related to the Services under this Schedule and the Agreement; and (iii) complying with applicable law governing the Services.

Lumen

>>CUSTOMER<<

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Authorized Signature

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## DDoS MITIGATION SERVICE EXHIBIT

**1. General.** CenturyLink will provide DDoS Mitigation Service ("Service") under the terms of the Agreement and this Service Exhibit.

**2. Service Overview; Description.** CenturyLink will provide the Service as more fully described in this Section 2.

**2.1** The Service consists of managed network-based distributed denial of service ("DDoS") detection for Customers who receive Qualifying Internet Services from CenturyLink. A distributed denial-of-service attack is one in which many systems attack a single target, thereby causing denial of service for users of the targeted system. This typically results in the loss of network connectivity and services by consuming the bandwidth of the victim network or overloading the computational resources of the victim system. The DDoS Mitigation Service and associated steps or countermeasures are configured to reduce disruption of Customer's legitimate traffic. There may be geographic restrictions on where CenturyLink can provide the Service. Customer must verify with CenturyLink the availability of the Service in Customer's desired locations

DDoS Mitigation Service includes monitoring of Customer's network traffic on a 24x7 basis and capacity for Mitigation that is shared among multiple customers. Customer also has direct access to CenturyLink's support team on a 24x7 basis. CenturyLink will analyze Customer's network traffic to establish baselines for normal traffic patterns. Once baselines are established, CenturyLink will determine if an Event is taking place. If Events are determined to be Incidents, CenturyLink will notify Customer through either a phone call or e-mail. Customer will work with CenturyLink to validate an attack and is responsible for providing permission for each Incident to initiate Mitigation as detailed below. This Service does not provide always-on DDoS Mitigation.

**2.2 Initiation of Mitigation.** Customer must approve Mitigation by: (i) providing verbal permission for each Incident, (ii) pre-authorizing CenturyLink to manually initiate Mitigation for each Incident, or (iii) pre-authorizing CenturyLink to configure systems to auto initiate Mitigation for each Incident. If Customer selects the verbal permission option, Customer can call the CenturyLink support team to begin Mitigation or CenturyLink will contact Customer to obtain approval when a detected Event is determined to be an Incident. If Customer selects either the pre-authorized permission option or the auto-mitigate option, Customer must provide CenturyLink written notice via a change ticket in Control Center of its pre-authorized permission to begin Mitigation. Customer may later withdraw pre-authorized permission via a change ticket. Change tickets require 24 hours advance notice. Customer will pre-authorize which Mitigation countermeasures CenturyLink may deploy, subject to CenturyLink's approval. Customer understands that additional countermeasures beyond the pre-authorized countermeasures may be required to Mitigate the Incident, which may require CenturyLink to contact Customer's Site Contact.

**2.3 Diversion of Attack-Traffic to a CenturyLink cleansing center.** Once approved by Customer as per Section 2.2 above, CenturyLink will divert traffic to a cleansing center. CenturyLink reserves the right to route traffic to a cleansing center in a different region and/or country in its reasonable discretion. Customer expressly acknowledges and consents to (1) such transfer of traffic across country borders and/or (2) CenturyLink's, its affiliates and authorized (and third party's) access to Customer's traffic information (e.g. port, flow, protocols, IP address) in order for CenturyLink to provide the Service hereunder. Notwithstanding anything to the contrary, Customer acknowledges that it and not CenturyLink is responsible for security/protection of all network traffic, including forwarded traffic and the level of security/protection of the traffic and traffic design.

**2.4 Forwarding of Cleansed Traffic:** Once the Customer's traffic is cleansed of malicious packets, CenturyLink will forward the traffic back to its original destination. Traffic is forwarded to the cleansing center via border gateway protocol ("BGP") and is returned to the CenturyLink core router nearest the Customer via multi-protocol label switching ("MPLS") tunneling.

**2.5 Discontinuance of Mitigation.** When CenturyLink determines that the DDoS attack has subsided, CenturyLink will attempt to notify Customer of its intent to discontinue Mitigation. CenturyLink will work with Customer in good faith to assess and determine duration should Customer request that Mitigation efforts continue.

**2.6 System Administration.** CenturyLink will manage all system administration passwords for DDoS Mitigation system(s). Customer will not have access to DDoS Mitigation system passwords or be able to make direct changes to the DDoS Mitigation system configurations. Customer must instead submit change requests to CenturyLink to make configuration changes.

**3. Installation of DDoS Mitigation.** A DDoS Mitigation system, residing on CenturyLink's network, is configured to filter ingress DDoS traffic destined to Customer's location up to a maximum of 10 subzones, and a maximum total of 16384 public IP addresses ("Mitigation Capacity"). If additional subzones, locations, and/or IP addresses are needed, Customer must purchase additional instances of the Service. The Service is designed to filter the Customer's ingress traffic during DDoS attacks up to the available Mitigation Capacity of the Service. If a Customer purchases Service with multiple subzones, each subzone may be tuned separately (meaning different Mitigation technology can be applied). Note: Subzones with overlapping IP addresses cannot be put into protect mode at the same time.

**4. Maintenance and Support.** CenturyLink may periodically request that the Customer's traffic be placed into protect mode to retune and improve the effectiveness of the Service. This normal maintenance procedure is not expected to have any impact on the Service. If CenturyLink determines a retuning is necessary, CenturyLink will attempt to contact Customer to schedule a time to make necessary arrangements. Customer must work with CenturyLink to schedule these changes within five business days of receipt of the request from CenturyLink. If Customer doesn't respond and/or doesn't allow for retuning in a timely manner, then the Service may be less effective at detecting and mitigating Incidents until the retuning is accomplished and Customer will not be entitled to SLA credits. If CenturyLink determines that an emergency security change is required, CenturyLink will make the changes deemed necessary as

## DDoS MITIGATION SERVICE EXHIBIT

quickly as possible and will use commercially reasonable efforts to contact the Customer's Site Contact prior to making said change.

**5. Additional Customer Responsibilities.** CenturyLink shall not be liable for any failure to perform due to Customer's failure to fulfill Customer's responsibilities and requirements as detailed herein or due to Customer's errors or omissions in setting up the environment.

**5.1 Customer Information.** Customer must provide and maintain an English-speaking Site Contact with current, complete and accurate contact information at all times that is reachable 24/7 for the Service's Incident notifications and should be authorized to consent to make, or direct, changes to the Customer's security infrastructure or architecture, as applicable. Customer must provide CenturyLink with: (i) advance notice of at least five business days of any network topology or system changes that may affect the Service or the effectiveness of the DDoS Mitigation system policy; and (ii) a list of Customer IP addresses that Customer wishes to have subject to the Service. CenturyLink may not be able to provide the Service if Customer's Site Contact information is out of date or inaccurate or if Customer performs system changes without prior notification to CenturyLink. Failure to notify CenturyLink of system changes may result in the inability to monitor traffic or the generation of false alerts. CenturyLink will work with the Customer to resolve chronic false positives and other nuisance alerts; however, if alerting issues are not resolved satisfactorily, CenturyLink may modify the DDoS Mitigation system configuration to reduce repetitive alarms caused by Customer system changes.

**5.2 Notification Responsibilities.** Customer must provide CenturyLink with of all the following notices: (i) 24 hours advance notice of any potential promotional events or other activities that may increase Customer's network or website traffic; (ii) immediate notice of any sudden events that may cause significant traffic pattern changes in Customer's network; (iii) 24 hours advance notice of any Customer requests to change the traffic baseline; (iv) immediate notice of any additions or deletions to the list of Customer IP addresses subject to the Service; and (v) immediate notice if Customer believes it is under a DDoS attack. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

**5.3 Installation/Setup.** Customer will cooperate with CenturyLink by providing CenturyLink with all information concerning the Service reasonably requested by CenturyLink and providing the Site Contact. Customer will provide data parameters that will allow CenturyLink to determine the proper threshold levels in an attempt to diagnose a DDoS attack. CenturyLink may periodically require Customer to allow traffic monitoring to determine proper threshold levels.

**5.4 Third Party Software.** If any third-party software, including any corresponding documentation, is provided to Customer by CenturyLink in connection with the Service, Customer agrees to use such third party software strictly in accordance with all applicable licensing terms and conditions. CenturyLink makes no representations or warranties whatsoever with regard to such third party software.

**5.5 Testing.** Customer shall not attempt, permit or instruct any party to take any action that would reduce the effectiveness of Service used to deliver CenturyLink services. Without limiting the foregoing, Customer is specifically prohibited from conducting unannounced or unscheduled test DDoS attacks, penetration testing, or external network scans on CenturyLink's network without the prior written consent of CenturyLink.

**5.6 Change Request.** Customer must request changes by opening a Control Center ticket or by contacting the CenturyLink Security Operations Center. Customer must provide complete authentication credentials when requesting changes.

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

**5.8** Customer acknowledges that Customer, and not CenturyLink, is responsible for Customer's own network security policy and security response procedures.

## **6. Personal Data Protection.**

**6.1 Business Contact Information.** Customer and CenturyLink acknowledge that it may be necessary to provide the other party with certain personal data necessary for the performance of each party's obligations under this Service Exhibit, such as business contact information and credentials to access the applicable Customer portal(s). The parties acknowledge and agree that each is a data controller in its own right with respect to any such personal data exchanged under this Service Exhibit, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged under this Service Exhibit shall be limited solely to the extent necessary for the parties to perform their obligations or exercise their rights under this Agreement. As used herein, the terms "personal data" and "controller" shall have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Each party shall be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party.

**6.2 Traffic Data.** Unless otherwise set forth in the Agreement or under a separate Service Exhibit, CenturyLink does not actively attempt to access the contents of traffic monitored through the Services as contemplated in this Service Exhibit. In the event the Agreement or a separate Service Exhibit contemplates CenturyLink's access of the traffic monitored through the Services described in

## DDoS MITIGATION SERVICE EXHIBIT

this Service Exhibit, such access shall be in accordance with such separate terms. In the event traffic data is unencrypted, CenturyLink may be exposed to some or all of the contents and header information of the traffic monitored through the Services. In that event, CenturyLink will not collect, use or otherwise process such information in its performance of the Services described herein. In any event, CenturyLink does not use the information about the traffic monitored through the Services to identify or attempt to identify any individual data subject. Customer also understands and agrees that CenturyLink will provide its findings regarding a DDoS attack to law enforcement as required by law.

**7. Compliance and Security.** CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect data transmitted or processed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. Customer will ensure that all Customer data transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption. CenturyLink's obligations related to data are exclusively governed by the applicable SLA.

### **8. Charges. Billing. Emergency Provisioning.**

**8.1 Charges. Billing.** Section 4.1 Commencement of Billing in the Agreement shall not apply to this Service Exhibit. Charges will commence within five days of the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Service Commencement Date"). Service monthly recurring charges ("MRCs") are based on Customer's corresponding Qualifying Internet Services' bandwidth tier. CenturyLink will bill Customer a fixed DDoS Mitigation MRC and non-recurring charge ("NRCs") as applicable based on the Qualifying Internet Service's bandwidth tier regardless of Customer's actual bandwidth utilization. All MRCs and NRCs are set forth in the applicable Order Form. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% 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>.

**8.2 Emergency Provisioning.** Customer may seek expedited "turn-up" of Service for an additional one-time charge ("Emergency Provisioning"). CenturyLink will exercise good faith efforts to turn up Service in one (1) business day however this is a nonbinding objective. If Customer orders Emergency Provisioning, no Service Levels will apply during the first seven (7) days of Service. CenturyLink reserves the right to suspend Emergency Provisioning and the Service at any time if Customer fails to satisfy credit requirements which may be imposed after the completion of a credit review.

### **9. Term; Cancellation.**

**9.1 Term.** The term for each new Service instance will begin on the Service Commencement Date and will continue for the period of time identified in the relevant Order Form ("Service Term"). At the end of the Service Term, the Service will continue on a month-to-month basis unless either party elects to cancel the Service by providing 30 days prior written notice of such cancellation to the other party. The Service Exhibit will continue until the expiration or cancellation of the last Service purchased under this Service Exhibit.

**9.2 Cancellation; Termination.** This Section 9.2. Cancellation of the Service Exhibit replaces Section 4.6 Cancellation and Termination Charges set forth in the Agreement. If Customer terminates an ordered Service prior to its Service Commencement Date, Customer will pay a cancellation fee equal to one (1) month's projected monthly recurring charges, plus all out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then Customer shall be liable for: (a) a cancellation charge equal to 50% of the then current monthly recurring charges for the affected Services multiplied by the number of months remaining in the Service Term; (b) Service charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). The parties agree that any cancellation fees set forth herein constitute liquidated damages and are not intended as a penalty.

**9.3** CenturyLink may temporarily suspend any DDoS Mitigation Service immediately in the event CenturyLink has a good faith belief that such suspension is reasonably necessary to mitigate damage or liability that may result from Customer's continued use of the DDoS Mitigation Service. In the event of any expiration or termination of any Service, Customer's access to the applicable Services will end and CenturyLink will not be responsible for assisting Customer with any transition to an alternative provider, notwithstanding anything to the contrary in the Agreement.

**9.4 Acceptable Use Policy and Use of Service.** CenturyLink may also suspend or terminate Service per the terms of the applicable AUP for Customer's default where Customer's use of the Service: (a) is contrary to the AUP; (b) constitutes an impermissible traffic aggregation, and (c) avoids Customer's obligation to pay for communication services. Customer will indemnify CenturyLink and its affiliates (and/or agents, respectively) against any claims of third parties arising out of Customer not acting in accordance with the AUP and for any violations of applicable laws in connection with its use of the Service.

### **10. Additional Disclaimer of Warranty; Liability.**



## DDoS MITIGATION SERVICE EXHIBIT

**10.1** Customer acknowledges that the Services endeavor to Mitigate security Incidents, but such Incidents may not be mitigated entirely or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided herein is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services hereunder in accordance with the SLA, the Services are otherwise provided "as-is". CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES OR THAT CENTURYLINK'S RECOMMENDATIONS, ASSESSMENTS, TESTS, REPORTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. Neither CenturyLink or its subcontractors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service.

**10.2 Direct Damages.** Except for the payment and indemnification obligations of Customer, the total aggregate liability of each party arising from or related to any claim arising from or related to this Service Exhibit shall not exceed in the aggregate the total MRCs paid or payable to CenturyLink for the Services purchased pursuant to this Service Exhibit in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

**11.** Nothing in this Service Exhibit or the Agreement grants Customer any rights to, and Customer is expressly prohibited from, reselling the DDoS Mitigation Service or using any component of the DDoS Mitigation Service or proprietary materials to create or offer derivative versions of the DDoS Mitigation Service either directly, or through a third party, as a standalone service offering, as bundled with Customer's services or products, or on a service-bureau basis.

**12. SLA.** Service is subject to the DDoS Mitigation service level agreement ("SLA"), located at <http://www.centurylink.com/legal/docs/DDoS-Mitigation-SLA.pdf>, which is subject to change. The SLA is Customer's exclusive remedies for any Service deficiency, interruption or failure of any kind, including any failure to identify Events or Incidents or any corruption or loss of information or traffic. The applicable SLA will identify the procedures for contacting support and/or requesting a credit including the timeframe for which a credit may be requested. All other service level provisions of Section 6.3 Service Levels set forth in the Agreement will apply.

**13. Installation, Maintenance and Repair.** This Section shall replace the Scheduled Maintenance and Local Access section of the Agreement. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of Customer's order request form. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair. Scheduled or urgent maintenance terms are identified in the SLA.

### **14. Other Terms.**

**14.1 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**14.2 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, and then the Agreement.

**15. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"Acceptable Use Policy" or "AUP" refers to the applicable AUP incorporated by reference in the Agreement.

"Event" means a security occurrence detected and reported by the CenturyLink DDoS Mitigation Service. An Event does not necessarily constitute an actual security incident and must be investigated further to determine its validity.

"Incident" means any single Event or collection of Events that have been determined by a CenturyLink analyst reviewing the data to potentially be of security consequence. Incidents may include Events that are currently being investigated and actual attacks that may be in progress.

"Mitigation" means rerouting of traffic through CenturyLink DDoS Service and initiating countermeasures with the intent to remove DDoS attack traffic identified by CenturyLink-supplied equipment located in CenturyLink's network.

"Order Form" means a relevant ordering document signed by Customer and accepted by CenturyLink. An Order Form may also be referred to as a Quote, Order or Service Order.

"Qualifying Internet Services" means the following CenturyLink Internet services that are compatible with the Service: CenturyLink IQ®

## **DDoS MITIGATION SERVICE EXHIBIT**

Networking Internet Port and CenturyLink-provided Network-Based Security which uses CenturyLink IQ® Networking Private Port provided under separate terms and conditions.

“Site Contact” means Customer’s primary and secondary points of contact required for technical, security and site experience and expertise in Customer’s network operations.

## DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE SERVICE SCHEDULE

**1. General.** This Service Schedule is applicable only where Customer orders Distributed Denial of Service Mitigation Service ("Service") provided by Lumen or a Lumen affiliate ("Lumen"). Distributed Denial of Service Mitigation Service may be designated as "DDoS," "Denial of Service," "Distributed DoS Service," "DDoS Mitigation Service" or "Distributed DoS Mitigation Service" in Orders, Order acceptance, service delivery, billing and related documents. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides the Services to Customer (the "Agreement"). If a conflict exists among the provisions of the Service Attachments, the order of priority will be the Service Schedule and then the Agreement.

**2. Service Description.** The Service is available on Customer's Internet services as described in this Service Schedule. The Order will specify the type of DDoS Mitigation Services and whether those Services are Always-On or On-Demand, as applicable. DDoS Mitigation Service is available in 4 cloud-based options that Customer will select and that will be identified in the Order: (i) Direct Service, (ii) DDoS Mitigation Internet Direct Service, (iii) GRE Service, or (iv) Proxy Service. Not all Services and features are available in all regions or countries and are subject to availability. An Order is either a form signed by Customer or a form accepted online. DDoS Mitigation Service orderable online via self-serve may be referred to as "DDoS Hyper". Not all available features are orderable via self-serve.

The Service includes and protects Customer IP addresses up to a combination of 256 /24 of IPv4 or 256 /48 of IPv6. Unlimited protected IP addresses, which may also be referred to as unlimited address space size or unlimited address space, are optional and can be purchased for a monthly recurring charge. Notwithstanding anything in the Agreement to the contrary, Lumen may, in its sole and absolute discretion, use a vendor for any or all of the work to be performed under this Service Schedule, including but not limited to, installation, detection, and DDoS Mitigation Services, provided that Lumen will remain responsible for the performance of its obligations in this Service Schedule. Services that work in conjunction with DDoS Mitigation Services (e.g. IPVPN Service) are subject to separate Service Schedules.

If Customer orders DDoS Mitigation Services to connect Customer's equipment managed by Lumen (regardless of equipment ownership), Customer expressly grants Lumen permission to make configuration changes to any Customer equipment managed by Lumen for DDoS Mitigation Service activation and ongoing maintenance.

**2.1 Direct Service.** Direct Service is activated by BGP route advertisement, with logical private line connections over IPVPN/EVPL between the Mitigation Infrastructure and Customer's border router(s). BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack.

**2.2 Internet Direct Service.** Internet Direct Service is activated by BGP route advertisement delivering Mitigated traffic from the Mitigation Infrastructure to Customer's border router(s) via a shared VLAN that also delivers the Internet traffic or a separate VLAN on a Lumen provided Internet connectivity. BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack.

**2.3 GRE Service.** GRE Service is activated by BGP route advertisement and is based upon the GRE protocol with virtual tunnel connections constructed to Customer's border router(s). BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure, enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack. Customers directly connected to the Lumen AS IP network can advertise a /32 subnet for IPv4 or /128 subnet for IPv6. Non-Lumen IP customers must advertise a /24 subnet for IPv4 and a /48 subnet for IPv6 as a minimum.

**2.4 Proxy Service.** Proxy Service is an Always-On Service which Mitigates specific internet-based Attacks and allows legitimate internet based traffic to Customer's protected web based server. For Proxy Service, Lumen will assign virtual IP addresses ("VIPs") that the Customer will point to either directly or via another DNS record. Customer is responsible to update Customer's DNS entries to Lumen-provided information which redirects Customer's web traffic via Proxy Service. Each Proxy Service will terminate to only one (1) Customer hosted IP address and will send clean traffic to and receive outbound internet traffic from Customer's web based server. Proxy Service works with standard TCP based Web (i.e., HTTP, HTTPS) application layer protocols. Customer acknowledges that Proxy Service can be setup to open HTTPS traffic for deep packet inspection if Customer elects HTTPS packet inspection at the application Layer 7 level on a per domain, per SSL certificate basis. This optional Proxy Service component requires Customer to provide Lumen with a SSL certificate to be loaded on to Proxy Service platform for the traffic which will be subject to HTTPS packet inspection.

**2.5 Routing** under either the Direct Service, Internet Direct Service, or the GRE Service is asymmetric, with outgoing traffic from Customer to the Internet being forwarded as normal to Customer's Internet Service Provider, without passing through Mitigation Infrastructure. For Proxy Service both incoming and outgoing Customer web application Internet traffic configured to use the Proxy Service passes through the Mitigation Infrastructure.

**2.6 On-Demand Service.** For On-Demand Service, once the Mitigation Infrastructure is engaged, if an identifiable Attack is not seen by Lumen within 48 hours, Lumen will coordinate with Customer and obtain consent from Customer (which will not be unreasonably withheld) to return Customer to normal conditions. Upon receipt of Customer consent, Lumen may continue to maintain traffic on Mitigation Infrastructure for an agreed-upon limited time period. Upon confirmation of an Attack and with the cooperation of Customer, Lumen will route Customer's IP traffic to the Mitigation Infrastructure designed to filter malicious Attack traffic and pass through legitimate traffic in order to Mitigate the potential disruptions caused by an Attack. However, due to the varying nature of Attacks, Lumen cannot warrant that all Attacks will be detected and/or Mitigated; nor does Lumen warrant that all IP traffic patterns that initially appear to be Attacks are actual Attacks.

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**2.7 Always-On Service.** For Always-On Service, the diverted traffic entering Lumen's Mitigation Infrastructure will be inspected and filtered of Attack traffic based on predefined filters agreed upon by Lumen and Customer. Customer must report to Lumen any new Attacks not effectively blocked by predefined filters. Lumen will respond to new requests for Mitigation in accordance with the TTM SLA.

**2.8 Log Streaming Service.** For the optional Log Streaming feature, Customer acknowledges that Log Streaming must be setup over an encrypted session. This Log Streaming feature requires Customer to provide Lumen with a digital SSL certificate to be loaded onto the Log Streaming platform in order for traffic to be sent over an encrypted session. Customer is responsible for configuring its SIEM (Security Information and Event management) platform and network environment to allow, accept and store logs and/or security events transmitted by Lumen. The Log Streaming service feature delivers Event notifications for up to 2 Customer provided SIEM or IP addresses. Customer acknowledges that Event notifications sent to the SIEM are delivered over the Internet and delivery may fail due to Internet connectivity issues outside of Lumen's control. Customer, and not Lumen, is responsible for storage of the logs received; however, Lumen has the ability to buffer logs if needed for up to 14 days. Customer acknowledges and agrees that Log Streaming is provided "as-is" and "as available".

**2.9 Monitoring.** Monitoring options for the Service are designed to provide proactive detection of DDoS Events ("Attack Monitoring Services"). Attack Monitoring Services are available as described below:

(a) Flow Based Monitoring ("FBM") provides 24x7 monitoring and alerts for large flood-based Attacks: (1) from Customer owned and managed equipment; or (2) from Lumen provided and managed equipment installed on Customer's premise, or (3) with Lumen Internet Services that choose monitoring from Lumen provider edge routers. FBM Service requires a reliable feed of netflow sampling and SNMP specific to the Customer's traffic. To the extent Customer purchases the FBM Service with the On-Demand Service, Lumen will proactively notify Customer about DDoS Mitigation system generated alarms that Lumen detects are caused by DDoS Attacks. For Attacks that are not detected by the DDoS Mitigation system, Customer must contact the SOC to initiate Mitigation. For option 1 and 2 above, there will be an MRC and an NRC for each piece of equipment when monitoring occurs from the Customer premise. For option 3 above, an MRC and an NRC for each logical circuit when monitoring occurs from Lumen provider edge routers directly from which the FBM Service collects netflow sampling.

If Customer purchases FBM and also procures from Lumen Internet connectivity and Lumen is the only provider who provides Customer Internet connectivity, Customer has the option to pre-authorize Lumen to configure systems to automatically initiate Mitigation for each attack detected by FBM. If Customer selects the auto-mitigate option, Customer must provide Lumen written notice via a change ticket in Control Center of its pre-authorized permission to begin Mitigation. Customer may later withdraw pre-authorized permission via a change ticket. Change tickets require 24 hours advance notice.

(b) Application Monitoring and Mitigation ("AMM Cloud Signaling") is hardware based DDoS detection and Mitigation, utilizing an equipment manufacturer, model, embedded software code/version approved by Lumen ("Customer CPE"), and implemented at the Customer premises to monitor the Customer's perimeter network traffic and issues alerts for layer 7 or "application layer" Attacks. AMM Cloud Signaling Service includes Lumen provided hardware that is installed on the Customer premises. Customer must be able to provide Cloud Signaling from Customer CPE to Lumen's Cloud Signaling endpoint and Customer is responsible for technical support, service and maintenance of the Customer CPE. Customer will have full administrative access to the Customer CPE and Lumen will have no access to the Customer CPE. There will be an MRC and an NRC for each Customer CPE utilizing the AMM Cloud Signaling Service.

Notwithstanding the foregoing, Lumen reserves the right at any time to: (i) change or supplement the monitoring tools and the Mitigation techniques (including but not limited to modifying the Mitigation Infrastructure); (ii) increase or decrease the monitoring tools' sensitivity to anomalous IP traffic patterns; and (iii) modify the definition of anomalous IP traffic patterns that may indicate an Attack.

### 2.10 Professional Security Services Assistance.

(a) PSSA is performed remotely by English speaking Lumen personnel (i.e. Lumen employees or contractors) located in the United States between the hours of 9:00 A.M. and 5:00 P.M. local time within the continental United States, Monday through Friday, and excluding United States statutory holidays and any additional holidays that Lumen grants to its employees, a list of which can be provided to Customer prior to the commencement of the Services upon request. If the Customer requests performance of any Service outside of such hours (non-standard hours), Customer will be responsible for any additional costs incurred as a result, as may be legally required (including without limitation any overtime pay). Lumen will determine the personnel assigned to perform the Service. No SLA applies to the PSSA services.

(b) Performance of Services by Lumen personnel is not intended to modify or change the status of such resource to that of any employee of Customer.

(c) The specific services that are desired by the Customer from the list attached hereto as Exhibit A will be determined and mutually agreed upon during the kick-off call.

### 2.11 Rapid Threat Defense.

Rapid Threat Defense is an automated threat detection and response capability designed to detect and block bots based on identified behavior and confidence by Lumen's proprietary research labs ("Black Lotus Labs"). When bots are discovered that meet or exceed the confidence level, these identified bots are automatically deployed to the DDoS Mitigation Service to be used as countermeasures during

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an active DDoS Attack. Due to the varying nature of malicious activity, Lumen cannot guarantee that all malicious activities intended to be blocked will be identified, detected and blocked. Customer can view automated actions via DDoS Mitigation Service Portal.

**3. Charges.** Customer will be billed monthly in advance based on a fixed rate for Mitigation up to a predefined bandwidth level. The manner of billing selected will be set forth in the Order. Fixed rate charges for DDoS Mitigation Service consist of 2 components: (a) a non-recurring charge (“NRC”, “One Time Charges”, or similar references”) and (b) a monthly recurring charge (“MRC”, “Monthly Charge”, or similar references). The Service Commencement Date begins upon issuance of a Connection Notice. The Connection Notice will be issued on the first to occur of: (i) successful completion of Service Validation or (ii) five (5) business days after Lumen notifies Customer that it has provisioned all components of the Service that Lumen can provision without Customer’s assistance. If there are multiple locations, billing will begin with the Service Commencement Date for the initial location (unless other locations are not available due to the fault of Lumen). Special terms may be available for a DR Site as agreed to in an Order or Addendum to the Order. For PSSA, MRC is billed in advance at the rates identified in the applicable Order. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen 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 [www.lumen.com/taxes](http://www.lumen.com/taxes).

Customer may seek expedited “turn-up” of Service for an additional one-time charge (“Expedited Service”). Customer acknowledges and agrees that accepting the Expedited Services means acceptance of the DDoS Services for the Service Term specified in the Order and cooperating with Lumen to ensure the DDoS Services ordered can be installed and provided. If Customer does not cooperate and accept the Services after the Expedited Services have been turned up, Customer will be billed and agrees to pay 100% of the MRC multiplied by the number of months remaining in the Service Term. Lumen will exercise good faith efforts to turn up Expedited Service for GRE Service or Proxy Service in one (1) business day; however this is a nonbinding objective. For DDoS Mitigation Service other than GRE Service or Proxy Service, the Order will be processed in a prioritized manner. If Customer orders Expedited Service, there is no Portal access and no Service Levels will apply to Expedited Service during the first seven (7) days of service. Lumen reserves the right to suspend Expedited Service and the other DDoS Mitigation Services at any time if Customer fails to satisfy credit requirements which may be imposed after the completion of a credit review.

**4. IP Addresses.** If Lumen assigns to Customer an IP address as part of the provision of Service, the IP address will revert to Lumen after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen may re-assign IP address(es) to another user.

If Lumen does not assign to Customer an IP address as part of the provision of Service, Customer represents and warrants that all title, right and interest in and to each IP address used by Customer in connection with the Service is owned exclusively by Customer and/or Customer has all permissions necessary from the owner to enable Lumen and Customer to perform their obligations. Customer will defend, indemnify and hold Lumen harmless from any claim, demand or action arising in connection with a breach of the foregoing warranty.

**5. Customer Responsibilities.** Lumen will not be liable for any failure to perform due to Customer’s failure to fulfill Customer’s responsibilities and requirements as detailed in this Service Schedule or due to Customer’s errors or omissions in setting up the environment.

**5.1 Customer Information.** Customer must provide and maintain an English-speaking point of contact with current, complete and accurate contact information at all times that is reachable 24/7 for the Service’s required notifications and should be authorized to consent to make or direct changes to the Customer’s security infrastructure or architecture, as applicable. Customer must provide Lumen with advance notice of at least five (5) business days of any network topology or system changes that may affect the Service or the effectiveness of the DDoS Mitigation system policy. For changes that are Service or price impacting, changes must be agreed to in a new Order before the change will go into effect. Lumen may not be able to provide the Service if Customer’s point of contact information is out of date or inaccurate or if Customer performs system changes without prior notification to Lumen. Failure to notify Lumen of system changes may result in the inability to monitor traffic or the generation of false alerts. Lumen will work with the Customer to resolve chronic false positives and other nuisance alerts; however, if alerting issues are not resolved satisfactorily, Lumen may modify the DDoS Mitigation system configuration to reduce repetitive alarms caused by Customer system changes.

**5.2** Customer must promptly notify Lumen if it believes it is under Attack and provide Lumen with reasonable assistance to reroute the IP traffic to the Mitigation Infrastructure in order for the Service to function properly.

**5.3** Customer must cooperate with Lumen and Lumen’s vendors in coordinating setup of the DDoS Mitigation Service, including but not limited to, placing the necessary routing device at the edge of Customer’s environment and cooperating with Lumen in the rerouting of IP traffic to the Mitigation Infrastructure during an Attack.

**5.4** For the Direct Service, Customer must procure from Lumen connectivity between the Lumen network and the Customer premises or data centers (border routers) per the following criteria: (i) the demarcation point is the physical network port of the Mitigation Infrastructure, (ii) the connectivity must consist of at least one (1) IPVPN circuit directly to the port on the Mitigation Infrastructure from each of Customer’s premises or data centers, and (iii) any Ethernet circuit must support 802.1Q. Provisioning begins upon confirmation of IPVPN circuit availability. Lumen may suspend Direct Services if Lumen detects that any Customer provided equipment is causing interference with the Lumen network or other customers. Any IPVPN circuit provided by Lumen will be subject to service levels as set forth in Lumen’s standard service schedule for such service or as otherwise agreed in writing by Customer and Lumen.

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**5.5** For the Internet Direct Service, Customer must procure from Lumen connectivity between the Lumen network and the Customer premises or data centers (border routers) per the following criteria: (i) the demarcation point is the physical network port of the Mitigation Infrastructure, (ii) the connectivity must consist of at least one (1) Lumen Internet Service circuit capable of connecting to the port on the Mitigation Infrastructure from each of Customer's premises or data centers (subject to availability), and (iii) any Ethernet circuit must support 802.1Q for delivery of Internet and scrubbed traffic on a shared VLAN that also delivers the Internet traffic or two (2) separate VLANs. Provisioning begins upon confirmation of Lumen Internet Service circuit availability. Lumen may suspend Internet Direct Services if Lumen detects that any Customer provided equipment is causing interference with the Lumen network or other customers. Any Lumen Internet Service circuit provided by Lumen will be subject to service levels as set forth in Lumen's standard service schedule for such service or as otherwise agreed in writing by Customer and Lumen.

**5.6 Notification Responsibilities.** Customer must provide Lumen with of all the following notices: (i) 24 hours advance notice of any potential promotional events or other activities that may increase Customer's network or website traffic; (ii) immediate notice of any sudden events that may cause significant IP traffic pattern changes in Customer's network; (iii) 24 hours advance notice of any Customer requests to change the traffic baseline; (iv) immediate notice of any additions or deletions to the list of Customer IP addresses subject to the Service; and (v) immediate notice if Customer believes it is under a DDoS Attack (vi) immediate notice related to any changes to Customer's contact information, including email.

**5.7** Customer must establish and consistently maintain reasonable and adequate security policies and devices for defense of its assets. Customer acknowledges that the Services are regarded as a tool that can be used as part of the Customer's overall security strategy, but not as a total solution. Customer acknowledges that Customer, and not Lumen, is responsible for Customer's own network security policy and security response procedures.

**5.8** In relation to Proxy Service, Customer is solely responsible to ensure, and hereby represents, that the provision of any SSL certificate to Lumen and Lumen's use of the same to provide the Services does not violate any laws, security policies or regulations.

**5.9** Customer understands and expressly consents that in the performance of its obligations in this Service Schedule, notwithstanding any other requirements in the Agreement between Lumen and Customer, Lumen (or its vendors) may route Customer traffic to the Mitigation Infrastructure which is located in a country other than the country of origination and/or destination of such traffic.

**5.10** If Customer or Lumen detect the Service is being affected by a continuing error, conflict or trouble report, or similar issue (in each case a "Chronic Problem") caused by the Customer, Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to: (i) removing or modifying the existing Service configuration (or requesting Lumen to remove the same); or (ii) replacing Customer's equipment providing distributed denial of service Mitigation should that be deemed necessary. If Customer has not remedied the Chronic Problem within 30 days of request by Lumen, then Lumen may suspend or terminate the Service. The SLA will not apply and Customer will not be entitled to receive a credit or exercise a termination right under the SLA during periods of of Chronic Problems caused by Customer.

**5.11** In relation to Professional Security Services Assistance, Customer agrees to complete an upfront questionnaire that gathers necessary context for performance of the PSSA service including but not limited to: (i) Business context being protected by DDoS Service; (ii) Identify any applicable compliance standards that apply to their business; (iii) Identify any existing DDoS concerns; (iv) identify any business changes that may have near-term impacts on traffic patterns impacting DDoS protection. In addition, Customer agrees to (i) provide a point of contact to coordinate the service activities; (ii) provide Lumen with timely responses to inquiries around providing the service; (iii) timely participation in phone call(s) to discuss conditions or questions regarding any activities; (iv) specifically identify and provide Lumen with access to all relevant Customer-controlled information, resources and locations required to perform and/or complete the Services.

**5.12 Installation/Setup.** Customer will cooperate with Lumen by providing Lumen with all information concerning the Service reasonably requested by Lumen and providing the point of contact. Customer will provide data parameters that will allow Lumen to determine the proper threshold levels in an attempt to diagnose a DDoS Attack. Lumen may periodically require Customer to allow traffic monitoring to determine proper threshold levels.

**5.13 Lumen Provided Software.** (a) If any third-party software, including any corresponding documentation, is provided to Customer by Lumen in connection with the Service, Customer agrees to use third party software strictly in accordance with all applicable licensing terms and conditions including any click to accept terms required as part of the download/install process. Customer will defend, indemnify and hold Lumen harmless from any claim, demand or action arising in connection with Customer's failure to comply with the third party terms or use of third party software in a manner not authorized by this Schedule; and (b) Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems are up to date and supportable. Customer is solely responsible for the installation, operation, maintenance, use and compatibility of the Customer provided software or systems. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom, including for missed Service Levels.

**5.14 Testing.** Customer will not attempt, permit or instruct any party to take any action that would reduce the effectiveness of the Service. Without limiting the foregoing, Customer is specifically prohibited from conducting unannounced or unscheduled test DDoS Attacks, penetration testing, or external network scans on Lumen's network without the prior written consent of Lumen.

**5.15 Change Request.** Customer must request non-price impacting Service changes by opening a ticket or by contacting the SOC. Customer must provide complete authentication credentials when requesting changes. Any non-emergency changes or service design

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changes that may be required outside of an Attack such as prefix additions and migration from On-Demand to Always-On require a change order.

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

**5.17** Customers who have published RPKI ROAs are responsible for updating the Route Registry associated with their IP space and AS number to permit Lumen to advertise the applicable IP address to help ensure proper routing of legitimate traffic. If Customer does not update the registry accordingly Lumen's ability to mitigate some or all of the Attack(s) on Customer's IP address will be reduced.

**6. Portal Use.** If Lumen provides Customer with Portal access in connection with the Service, Customer will use access solely as 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 access or use has not been caused by any culpable action or omission of Customer or attributable to Customer. A monthly recurring charge will apply to any Customer users in excess of ten (10) Customer users of the Service Portal. The Service uses two-factor authentication ("2FA") for access to the Portal. The 2FA tokens will be disabled for accounts that have not been active in more than six (6) months requiring such users to request new tokens if they wish to reestablish access.

**7. Intellectual Property.** If Lumen or any employee of Lumen develops or creates any intellectual property as part of DDoS Services ("DDoS Intellectual Property"), that DDoS Intellectual Property will be, and remain, the exclusive property of Lumen, will not be considered a work for hire. DDoS Intellectual Property includes, by way of example, playbooks, runbooks, reports, operational processes, and Lumen equipment configuration settings. Customer will have no right to sell, lease, license or otherwise transfer, with or without consideration, any DDoS Intellectual Property to any third party or permit any third party to reproduce or copy or otherwise use or see the DDoS Intellectual Property in any form and will use all reasonable efforts to ensure that no improper or unauthorized use of the DDoS Intellectual Property is made. Customer will not reverse engineer or de-compile any DDoS Intellectual Property, unless expressly permitted by applicable law. Customer will promptly, upon termination of this Schedule or upon the request of Lumen, deliver to Lumen all DDoS Intellectual Property without retaining any copy or duplicate; except that Customer may keep a copy of any report(s) provided by a PSSA subject to prior approval of Lumen and treatment of the reports as "confidential" pursuant to the terms of the Agreement. Customer is expressly prohibited from using any component of the DDoS Mitigation Service or DDoS Intellectual Property other than as expressly provided for in this Service Schedule.

**8. Personal Data.** Customer and Lumen acknowledge that it may be necessary to provide the other party with personal data or to access personal data of the other party as necessary for the performance of each party's obligations under the Agreement and/or this Service Schedule, including, but not limited to and where applicable, employees' and authorized representatives' names, business contact information, technical or operational data (such as online identifiers), credentials to access Portals and other platforms made available by one party to the other and similar personal data. The parties acknowledge and agree that each is a controller with respect to any such personal data exchanged under the Agreement and/or this Service Schedule, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged in accordance with this Section will be limited to the extent necessary for the parties to perform their obligations or exercise their rights under the Agreement or this Service Schedule. As used in this Service Schedule, the terms "personal data," "processing," "processor" and "controller" will have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Each party will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party. Unless otherwise set forth in the Agreement, Lumen personnel will not access or attempt to access personal data that is processed via the operation of the Service. Processing is typically carried out at machine-level and Lumen will not retain any copies of data longer than necessary to perform the applicable Service or perform under the Agreement. To the extent legally required, Customer and Lumen will enter into separate written agreements required to comply with laws governing the relationship between a controller and processor with respect to the processing of personal data described in this Section, including, without limitation, any agreements required to facilitate necessary cross-border personal data transfers. Customer will be responsible for notifying Lumen whether such written agreements are required based on the nature of the data being processed.

### **9. Additional Disclaimer of Warranty; Liability.**

**9.1** Customer acknowledges the Services endeavor to Mitigate security Events, but such Events, even if determined to be Attacks, may not be mitigated entirely or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided in this Service Schedule is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services in accordance with the SLA, the Services are otherwise provided "as-is". LUMEN MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED, THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, THAT ANY THIRD PARTY SOFTWARE PROVIDED BY CUSTOMER WILL BE COMPATIBLE WITH THE SERVICE AND/OR THAT LUMEN'S PERFORMANCE OF SECURITY SERVICES, INCLUDING ACTIVITIES OR TASKS WILL COMPLY WITH OR SATISFY ANY APPLICABLE GOVERNMENTAL OR INDUSTRY DATA SECURITY STANDARD. IF ACTIVITIES OR TASKS INCLUDE BY WAY OF EXAMPLE, MAKING RECOMMENDATIONS, PERFORMING ASSESSMENTS, TESTS, OR PROVIDING REPORTS CUSTOMER AGREES THAT SUCH ACTIVITIES ARE PROVIDED IN GOOD FAITH AS TO ITS ACCURACY AND LUMEN DOES NOT AND

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CANNOT GUARANTEE THAT SUCH ACTIVITIES, RECOMMENDATIONS, ASSESSMENTS, TESTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. ALL PROFESSIONAL SECURITY ASSISTANCE SERVICES ARE PROVIDED AS IS. Neither Lumen or its vendors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service.

**9.2 Direct Damages.** Except for the payment and indemnification obligations of Customer and subject to the Liability Limitations and Exclusions provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

**10. Suspension; Access; Restrictions.**

Lumen may temporarily suspend any Service immediately in the event Lumen has a good faith belief that Suspension is reasonably necessary to Mitigate damage or liability to the Mitigation Infrastructure or Lumen network or to other customers of Lumen that may result from Customer's continued use of the Service. In addition to any rights or obligations of the parties due to regulatory changes in the Agreement, Lumen may terminate any Order in the event Lumen or an applicable vendor or subcontractor cannot maintain any required regulatory approvals, despite its reasonable efforts to do so. In the event of any expiration or termination of any Service, Customer's access to the applicable Services will end and the Services do not include assisting Customer with any transition to an alternative provider.

Nothing in this Service Schedule or the Agreement grants Customer any rights to, and Customer is expressly prohibited from, reselling the Services or using any component of the Service or any Lumen proprietary materials to create or offer derivative versions of the Service either directly, or through a third party, as a standalone service offering, as bundled with Customer's services or products, or on a service-bureau basis. Customer understands that DDoS may result in disruptions of and/or damage to end-user Customers' or third parties' information systems and the information and data contained therein, including but not limited to denial of access to a legitimate system user. The Services do not include backing up data prior to deploying DDoS Services or for arranging alternative means of operation should such disruptions or failures occur. Customer understands and acknowledges that the Service is not suitable for the maintenance or processing (apart from mere transmission) of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other applicable laws in the matter.

**11. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**12. Service Level Agreements ("Service Levels") and Associated Remedies.**

The following Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes an outage or failure for Service credit purposes will be determined by Lumen on the basis of available records, data and other evidence, including through the use of third party monitoring tools. Credits are only available against the MRC for the affected Service. The Service Levels stated in Sections A - C below apply to the Mitigation aspect of Service. Service Levels do not apply to Excused Outages, or periods of Special Unavailability, Suspension or Chronic Problems.

**(A) DDoS Mitigation Service Levels, Service Credits and Chronic Outages.** Lumen will use commercially reasonable efforts to ensure the Mitigation Infrastructure is available to Customer one hundred percent (100%) of the time once Customer's IP traffic is routed to the Mitigation Infrastructure in response to a confirmed Attack and until Customer's IP traffic is re-routed back to normal following cessation of such Attack (the "Mitigation SLA"). For purposes of this Mitigation SLA, a "Mitigation Service Outage" means that the Mitigation Infrastructure is unavailable to Customer to the extent that Customer is routing traffic through such Mitigation Infrastructure (*i.e.*, the Customer cannot pass traffic through the Mitigation Infrastructure) for more than 60 consecutive seconds. In the event the Mitigation SLA is not met, the following remedies will apply:

<u>Mitigation Service Outage duration</u>	<u>Service Credit</u>
>60 consecutive seconds ≤4 consecutive hours	3 days of the MRC*
>4 consecutive hours	5 days of the MRC*

\*Service Credits is based on the MRC associated with the affected Service at the affected location. Per day calculation based on a 30 day calendar month.

In no event will Customer receive a credit for more than one (1) Mitigation Service Outage per day pursuant to the terms of this Section 12(A), regardless of the number of times Lumen fails to comply with the Mitigation SLA during that day.

Chronic Outages. In addition to the above credit(s) and as Customer's sole remedy for any non-performance of the Service, Customer will be entitled to terminate the affected DDoS Mitigation Service without early termination liability within 30 calendar days of the date/time the right of termination is triggered if any of the following apply:



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- (i) a single, continuous Mitigation Service Outage extends for 10 or more consecutive days; or
- (ii) 7 separate Mitigation Service Outages each lasting at least 60 minutes in a 90 day period; and
- (iii) if Customer has procured from Lumen an IPVPN circuit or Lumen Internet Service circuit as part of the DDoS Mitigation Service, Customer's termination rights in this Service Schedule extend to the applicable IPVPN Service or Lumen Internet Service.

**(B) Time to Mitigate ("TTM") Service Level ("SLA").** Lumen agrees to deploy Mitigation following Customer approval (which may be verbal) and Customer properly routing traffic to the Mitigation Infrastructure during an Attack. The TTM SLA is measured in minutes commencing from either (i) the time Lumen obtains Customer approval and Customer properly routing traffic to the Mitigation Infrastructure during an Attack, or (ii) the time of automated initiation by FBM to route Customer's traffic to the Mitigation Infrastructure when an attack is detected ("Auto-Mitigation") until the time (in minutes) Lumen deploys countermeasures to initiate Mitigation. The applicable TTM SLA for each type of Attack is set forth below.

<b>Attack Type</b>	<b>TTM SLA for On-Demand without auto-mitigation</b>	<b>TTM SLA for On-Demand with auto-mitigation</b>	<b>TTM SLA for Always-On</b>
UDP/ICMP Floods SYN Floods TCP Flag Abuses DNS Reflection DNS Attack HTTP GET/POST Attacks*	10 minutes	5 minutes	2 minutes

\*HTTP Attack Mitigation requires a subscription to Proxy Service.

In the event the TTM SLA is not achieved, the following remedies apply:

<u>Time to Initiate Mitigation</u>	<u>Service Credit</u>
>10 minutes ≤ 60 minutes	1 day of the MRC*
>60 minutes ≤ 6 hours	2 days of the MRC*
>6 hours	7 days of the MRC*

\*Service Credit is based on the MRC associated with the affected Service at the affected location. Per day calculation based on a 30 day calendar month.

If the TTM SLA is not achieved three or more times in a single day, Lumen will provide a single credit for that day equal to the maximum 7 days of the MRC credit.

If 3 or more TTM SLAs are not met during a calendar month, in addition to Service credits, Customer will have the right to terminate the applicable Service without early termination liability; provided that the right of termination is exercised within 30 days following the date/time the right of termination is triggered.

Customer is deemed to have pre-approved Mitigation for Proxy Service, Auto-Mitigation option or Always-On and the SOC does not have to call Customer to start Mitigation. Certain mitigation countermeasures related to FBM Service may be pre-authorized by Customer. If a countermeasure is required that has not been pre-authorized (e.g. in addition to the pre-authorized countermeasures), verbal approval is required from Customer to deploy such countermeasure.

Mitigation requiring traffic analysis and custom signature development are not covered under the TTM SLA.

**(C) Attack Monitoring Services Time to Notify Service Level (FBM and AMM Cloud Signaling Services only)**

If Customer orders FBM Service or AMM Cloud Signaling Service, Customer may request a credit as set forth below if an Attack Monitoring Failure to Notify Event ("FTN Event") occurs. An FTN Event is an Event in which an Attack Monitoring DDoS alert occurs but steps to notify Customer within a period of 15 minutes from the time that Lumen receives a "Type DDoS" alert are not taken. Timely efforts to notify Customer whether via email or phone satisfy the requirement to take such steps whether or not the Customer can be reached.

For each FTN Event that occurs during a calendar month, upon Customer request Lumen will provide a Service credit equal to the pro-rated charges for 3 days of the MRC applicable to the affected Service. If 3 or more FTN Events occur during a calendar month, in addition

## DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE SERVICE SCHEDULE

to Service credits, Customer will have the right to terminate the applicable FBM Service or AMM Cloud Signaling Service or Service without early termination liability; provided that the right of termination is exercised within 30 days following the date/time the right of termination is triggered.

### (D) General Terms for all Service Levels

Lumen continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other modifications to any software, equipment or hardware utilized by Lumen to provide the Services, at any time. Lumen will use reasonable efforts to make such changes during the Regularly Scheduled Maintenance window.

To be eligible for SLA credits, Customer must be current in its obligations, and Customer must contact Lumen 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 for the Mitigation aspect of the Service provided pursuant to an MRC, and will not apply to any other DDoS Mitigation Service, including, without limitation, any custom service. Duplicative credits (e.g., for both a Mitigation SLA and a TTM SLA) will not be awarded for a single failure or outage. If a single failure or outage triggers both the Mitigation SLA and TTM SLA, Customer will be entitled to receive the higher of the two credits. The aggregate credits under subparts (A), (B) and (C) above to be provided in any calendar month will not exceed 100% of the MRC of the affected Service. Cumulative credits in any one month must exceed \$100.00, or local currency equivalent, to be processed. The Service credits and termination rights stated in this Service Schedule will be Customer's sole and exclusive remedies with respect to the DDoS Mitigation Service and related Services provided under this Service Schedule.

**13. Definitions.** Any capitalized terms used in this Service Schedule and not otherwise defined will have the meanings set forth in the Agreement.

"Always-On" refers to an optional feature for DDoS Mitigation Direct, DDoS Mitigation Internet Direct Service, DDoS Mitigation GRE Service, or DDoS Mitigation Proxy Service that continually diverts Customer's inbound internet traffic through the Mitigation Infrastructure using BGP networking service; except for in the case of DDoS Mitigation Proxy Service where Always-On also continuously diverts Customer's outbound internet traffic through the Proxy Service with DNS based redirection.

"Attack" means a distributed denial of service attack on a computer system or network that causes a loss of service to users, typically the loss of network connectivity and services by consuming the bandwidth of the victim network or overloading the computational resources of the victim system.

"Clean (Post-Mitigation) Traffic Capacity" means the level of traffic using standard DDoS Mitigation Service as identified on the Order that is returned to the Customer "clean" following the Mitigation process.

"Cloud Signaling" means the process by which Application Monitoring and Mitigation Service hardware deployed at the Customer premises utilizes automated monitoring tools to detect anomalies in IP traffic patterns and signals a potential Attack to Lumen's Mitigation Infrastructure.

"Customer Disaster Recovery Site" ("DR Site") means an alternative backup site that is used when a primary location becomes unusable due to failure or disaster. Customer will not use the DDoS Mitigation Service with production traffic at the DR Site except when use of the Customer primary site fails.

"Customer-Initiated Mitigation" is an optional feature for Direct Service, DDoS Mitigation Internet Direct Service or GRE Service that allows customers to initiate mitigation via specific BGP route announcements to Lumen rather than calling the Lumen Security Operations Center ("SOC"). Customer-Initiated Mitigation is equivalent to Customer approval to route traffic to the Mitigation Infrastructure for purposes of the TTM SLA. Customer-Initiated Mitigation is subject to Lumen availability based on its network configuration. If available, Customer must dynamically advertise the preferred prefixes into the clean return tunnels and the advertised prefixes automatically propagate from the Mitigation Infrastructure to the Internet and the Service automatically begins scrubbing the advertised traffic. The maximum number of prefixes that can be advertised via Customer-Initiated Mitigation is subject to technical constraints. Customer may elect this feature at the time of provisioning or after the Service is turned up via a ticket or by submitting to the SOC.

"DDoS Hyper" means DDoS Mitigation Service orderable online via self-serve experience. DDoS Hyper includes a subset of service capabilities available within DDoS Mitigation Service.

"DDoS Mitigation Direct Service" or "Direct Service" or "IP VPN Direct Service" means DDoS Mitigation implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is routed back to the Customer data center over IPVPN/EVPL logical connections between the Mitigation Infrastructure and Customer's border router(s).

"DDoS Mitigation GRE Service" or "GRE Service" means DDoS Mitigation implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is routed back to the Customer data center using a GRE tunnel.

"DDoS Mitigation Internet Direct Service" or "Internet Direct Service" means DDoS Mitigation implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is delivered on

## **DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE SERVICE SCHEDULE**

a Lumen provided Internet Service circuit only back to the Customer data center over a shared VLAN logical connection that also delivers the Internet traffic or separate VLAN logical connection.

“DDoS Mitigation Proxy Service” or “Proxy Service” means DDoS Mitigation which utilizes DNS entry updates as a mechanism to redirect legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic and Customer’s protected web server outbound traffic are delivered between Customer’s protected web based server and Mitigation Infrastructure over public Internet. Proxy Service is subject to Lumen availability.

“Event” means a security abnormality detected by the Service or reported by Customer to the SOC. An Event does not necessarily constitute an actual security incident or Attack and must be investigated further to determine its validity.

“Excused Outage” will also mean for purposes of this Service Schedule, and in addition to the Agreement, the SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA, for any outage that adversely impacts the Service that is caused by, or attributable to: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications, the public Internet, or systems not owned or controlled by, or attributable to, Lumen; (c) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (d) the unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service, including as a result of failure to provide Lumen with accurate, current contact information (including email); (e) Lumen’s lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Customer’s failure to provide timely approvals and/or consents, including allowing Lumen to retune the Service as required for Lumen to provide the Service; (h) improper or inaccurate network specifications provided by Customer; (i) Customer is in breach of its obligations under the Agreement or this Service Schedule; or (j) Customer failure to properly update the Route Origin Authorization (“ROA”).

“Log Streaming” is an optional feature that allows customers to receive logs and Mitigation Event data to Customer’s designated destination via syslog format. The Mitigation Event data is the information obtained from the Mitigation Infrastructure.

“Mitigation” or “Mitigate” means rerouting of traffic through Lumen DDoS Mitigation Service and initiating countermeasures with the intent to remove Attack traffic identified by the Mitigation Infrastructure located in Lumen’s network.

“Mitigation Infrastructure” is defined as a collection of Lumen devices consisting of routers, servers and scrubbers that connect to Lumen’s internet and are designed to filter malicious Attack traffic and pass through legitimate traffic in order to Mitigate the potential disruptions caused by an Attack.

“On-Demand” refers to an option for DDoS Mitigation Direct, DDoS Mitigation Internet Direct Service or DDoS Mitigation GRE Service that diverts Customer’s inbound internet traffic through the Mitigation Infrastructure using BGP networking only when Customer traffic is under Attack or suspected of being under Attack.

“Portal” may refer to either the DDoS specific Portal where Customer will have access to see traffic monitoring, alerting and Mitigation or the general Lumen Portal where Customer may view Service inventory and Service tickets.

“Professional Security Services Assistance” or “PSSA” is an optional add-on feature that includes a quantity of hours per month, to be identified in the Order, of consulting, advisory and operational services by providing a designated, remote point of contact for the Customer throughout the term of the DDoS Mitigation Service. A Lumen Security Specialist will perform a variety of support tasks, as well as ongoing support and consultative activities related to the Lumen DDoS Mitigation service.

“Regularly Scheduled Maintenance” means any scheduled maintenance performed to the Mitigation Infrastructure. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, Lumen will: (a) provide Customer seven (7) days’ prior written notice, (b) work with Customer to minimize such interruptions, (c) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time where the Mitigation Infrastructure is located on which such maintenance is performed and (d) work with Customer to remove Always-On Customer traffic from the Mitigation Infrastructure during such maintenance to avoid interruption. Emergency maintenance may be performed on less or no notice.

“Resource Public Key Infrastructure” or “RPKI” is a specialized public key infrastructure standard, adopted by most Internet Service Providers (ISPs), that was designed and developed to provide a secure means of peer-to-peer IP Route announcements (BGP Protection). RPKI helps ensure that a route announcement is legitimately coming from the source AS ( Autonomous System ) and that it was registered with the Route Registry.

“Service Validation” means the process by which the DDoS Mitigation Service is confirmed as available as a part of the provisioning process enabling Lumen to obtain a profile of Customer’s traffic. Customer will coordinate to schedule such Service Validation when contacted by Lumen to do so. Service Validation is conducted over two (2) windows during which traffic is routed through the Mitigation Infrastructure as follows: (a) an initial 2 hour “test” window, and (b) a 24-hour validation window. Service Validation must be completed for all or a subset of protected Class C subnet prior to routing traffic through the Mitigation Infrastructure.

“Special Unavailability” means the SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA related to unavailability of the Service due to (a) Customer misuse; (b) network unavailability, including telecommunications failures outside of the Mitigation Infrastructure or Lumen network and outside Lumen’s sphere of responsibility; (c) Customer’s sustained

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traffic load reaching a point that causes material degradation to or outage of the underlying Lumen Internet infrastructure not directly related to the Mitigation Infrastructure; (d) any other action or inaction by a third party not attributable to Lumen. Whether Special Unavailability is present will be determined by Lumen on the basis of available records, data and other evidence.

“Suspension” means Lumen’s suspension of the DDoS Mitigation Service to Customer as permitted by this Service Schedule or as otherwise allowed under the Agreement.

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**EXHIBIT A  
For Informational Purposes Only**

List of PSSA Services currently available are identified below. Lumen reserves the right to update the list of available services from time to time.

**Onboarding and Activation**

- Project management from ordering to activation
  - Project kick off call with Customer
  - Project status monitoring and regular status update
  - Pre-activation walk-through of environment to be protected
  - Assistance with Portal enrollment
- Custom runbook document development based on Customer's needs and delivery of the runbook to the Lumen Security Operations Center (SOC) prior to DDoS Mitigation Service being provisioned
- Portal training

**Monitoring and Configuration Analysis**

- Verification that all required circuits are being protected
- Reviews and policy verifications for protected IPs and networks
- DDoS incident reviews for trending including targets, methods, and frequency
- Customer historic DDoS activity reviews to determine optimal policy threshold settings for alerts and Mitigation countermeasures
- Mitigation alert policy review to verify appropriate contacts are notified
- Auto-mitigation versus manual Mitigation scenario reviews with Customer
- Mitigation zone grouping reviews with Customer for maximum Mitigation effectiveness
- DDoS Mitigation Service separation reviews, such as web, email and DNS
- Configuration improvement reviews and recommendations for optimal protection
- False positive reviews and recommended methods to limit future occurrences

**Regular (quarterly, semi-annual, or annual) DDoS Service Reporting**

- Written reporting containing analysis, advice and recommendations
  - DDoS attack trending summary reports
  - SOC ticket report generation and reviews with Customer with ongoing feedback provided to SOC
- Regular reviews with Customer to discuss findings and recommendations
  - Advisement of any new or additional IPs or networks that should be protected
  - Advisement of recommended changes to DDoS Mitigation settings for optimal defense against attacks
  - Mitigation countermeasure tuning recommendations to prevent impacts to production environments and minimize false positives
- Custom runbook updates based on Customer's needs, with all updates provided to SOC

**CENTURYLINK MASTER SERVICE AGREEMENT  
DOMESTIC VOICE SERVICE EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink will provide domestic Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

"Access Arbitrage" is the use of a scheme, device or any other means to exploit or benefit from the difference between the rates for Voice Services provided by CenturyLink and the originating or terminating charges imposed by the Local Exchange Carrier ("Access Arbitrage"). Examples of Access Arbitrage include: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to CenturyLink calls that are characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system such that the percentage of high cost minutes routed to CenturyLink using the Service is more than 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

"Net Effective Rate" means the rates less the Custom Discount. Net Effective Rates are subject to change if there is a change in the underlying rates and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Service Exhibit.

"Net Rate" is in lieu of all other rates, discounts, and promotions.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

**2. Service.**

**2.1 Description.** Voice Service consists of domestic Long Distance, domestic Toll Free (including features), domestic Virtual Network Service ("VNS"), domestic worldcard®, and domestic Directory Assistance Services. Domestic Long Distance Service is available both interstate and intrastate, through switched and dedicated facilities. Toll Free service is also available through switched or dedicated facilities. CenturyLink is required by the Federal Communications Commission ("FCC") to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Directory Assistance offers one rate to Voice Service customers domestically. With respect to Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: (c) the standard option includes CenturyLink's trademarks and telephone number; (d) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and (e) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed in the pricing document provided to Customer, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected

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misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

**2.2 Domestic IP Voice.** Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**2.3 CenturyLink 8XX Outbound Service.** CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free Outbound TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed toll-free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with Toll Free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound Toll Free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed toll-free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

### **3. Compliance.**

**3.1 Access Arbitrage.** If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.

**3.2 Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**3. Term.** This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

**4. Charges.** Customer will pay all applicable rates and charges for the Services and features set forth in the pricing document CenturyLink provides to Customer as part of the Agreement or an amendment to the Agreement. The Services and features are usage-based. If Customer uses a Service or feature for which CenturyLink has not provided the rates, Net Rates, or Net Effective Rates in a separate document, then Customer will pay the applicable Tariff, RSS, or ISS rates and charges for the subject Service or feature. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates, Net Rates, and Net Effective Rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+), except where otherwise noted on the pricing document provided to Customer. Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed toll-free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC.



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**5. Other Terms.**

**5.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**5.2 Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause, then Customer will pay any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**5.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**5.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**5.5 Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

**5.6 Acceptable Use Policy and Use of Service.** CenturyLink may also terminate the Domestic IP Voice Service for Cause under this Section where Customer's use of the Domestic IP Voice Service: (a) is contrary to the AUP, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

**5.7 Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) constitutes an impermissible traffic aggregation or Access Arbitrage, (b) avoids Customer's obligation to pay for communication services, and (c) violates the use of Service terms or compliance terms applicable to the Service. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**5.8 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services,

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DOMESTIC VOICE SERVICE EXHIBIT**

including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**5.9 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf). "RSS" means CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**ENTERPRISE VOICE SIP BASED SERVICES  
SERVICE SCHEDULE**

**1. General.** This Service Schedule applies to the SIP-based provisioning of Enterprise Voice Services (“Services”) and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities (“Lumen”) provides services to Customer (the “Agreement”). This Service may be referred to as Voice Complete, SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service (“IFN” and “UIFN”), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**1.1 Additional General Terms.** All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Services.** The Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use within such enterprises. These Services may not be resold or bundled into Customer’s offerings for sale to Customer’s customers. Telephony equipment and applications are not provided as part of the Service and are Customer’s responsibility, including but not limited to handsets, phone sets, key systems, PBXs, IP PBXs and server based applications.

**2.1** Voice Complete is the SIP-based provisioning of inbound local calling and toll free/freephone capabilities and outbound local, domestic, national, and international calling capabilities. Customers use concurrent call paths (“CCPs”) each of which enables a single call to be carried across the network. CCP capacity provided in association with Voice Complete can be used in a shared manner across multiple Customer locations.

**2.2** VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number (“IFN”) and universal international free numbers (“UIFN”), international local inbound (“ILI”), optional SIP call transfer capability (“SIP Refer”), and long distance outbound calling capability. No local outbound calling capability is provided. Customers use simultaneous sessions each of which enables a single call to be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

**2.3** FlexVoice provides up to 50 CCPs. It can only be provisioned in the United States for inbound local, toll free calling capabilities, outbound local, and long distance calling.

**2.4. Third Party Access Provided by Lumen.** Lumen provides local access circuits (via third party providers) pursuant to the Rate Sheet only for Customer’s use in connection with the Service provided under this Service Schedule. Where Customer’s usage of such local access circuits falls below the minimum usage level set out below in 2 consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the charge(s) set out below in addition to any other charges payable in respect of the Service.

Local Access Circuit Type	Minimum Usage Level	Additional Monthly Charge
T-1	30,000 minutes per month	\$300
E-1	30,000 minutes per month	\$375
DS-3	500,000 minutes per month	\$8,500

If Lumen notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Lumen for any early termination fees levied on Lumen by the third party provider of that local access circuit.

**2.5 Voice Complete and SIP Service.**

**(i) Mobility Feature Pack.** Subject to the limitations described in this Service Schedule, and subject to availability, Voice Complete Service may be used to serve remote worker applications. Users with the Mobility Feature Pack provisioned on their primary telephone number may originate and receive calls when away from the primary service location, as though they were physically present on the corporate LAN/WAN. For telephone numbers with Mobility Feature Pack provisioned, end users can utilize such mobility capabilities from locations with functioning broadband Internet access and PSTN telephone access. Additionally, call forwarding and remote office features, which enable the use of any PSTN phone for inbound and two-way telephone use, respectively, are included in the Mobility Feature Pack and can be used to support switched based toll-free/freephone service.

**(ii) Access to Emergency Response Services.**

ENTERPRISE VOICE SIP BASED SERVICES  
SERVICE SCHEDULE



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.**

**(a) Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations. Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.*

**(b) Limitation of Liability.** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION).

## **2.6 Toll Free/FreePhone Service, VoIP IFN and UIFN Service.**

**(i) Ownership of Telephone Numbers.** Lumen is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Lumen). Customer will indemnify Lumen and its affiliates from any third party claim related to or arising out of any such change (or request for such a change).

**(ii) Porting, Number Availability and Other Restrictions.** Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section will not relieve Customer of its obligations under any Commits. Lumen does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Lumen may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Lumen. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) will not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Lumen, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/FreePhone numbers provided by Lumen to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should

**ENTERPRISE VOICE SIP BASED SERVICES  
SERVICE SCHEDULE**

continue active service with Lumen until Customer’s new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Lumen.

(iii) **Multiple Carrier Routing for US Toll Free Numbers.** Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Lumen and another carrier, Lumen will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Lumen received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

**2.7 Service Levels.**

The following Service Levels apply only if Customer is the end-user of the Service and purchases either Lumen Internet or Lumen IP VPN Service (as applicable). If Customer purchases the Service as a Converged Service bundle (i.e. in the United States, specifically with Lumen MPLS Services or Lumen Internet Services), the separate service levels under those separate Service Schedules apply in lieu of the Service Levels below.

**A. Availability Service Level.** The Availability Service Level for this Service is 99.9% per month for Lumen Internet Service use and 99.99% for Lumen IP VPN use. Service is considered “Unavailable” if Customer is unable to initiate outbound or receive inbound calls for reasons other than an Excused Outage. An Unavailability event is measured from the time Customer opens a trouble ticket with Lumen until the affected Service is restored. Customer will be entitled to a service credit off of the monthly recurring charge (“MRC”) for the affected Service based on the cumulative Unavailability of the affected Service in a given calendar month as set forth in the following table:

<b>Internet - Cumulative Unavailability (in hrs:mins:secs)</b>	<b>Service Level Credit (% of MRC)</b>
00:00:01 - 00:43:00	0%
00:43:01 - 02:00:00	5%
02:00:01 - 04:00:00	15%
04:00:01 +	25%

<b>IP VPN - Cumulative Unavailability (in hrs:mins:secs)</b>	<b>Service Level Credit (% of MRC)</b>
00:00:01 - 00:05:00	0%
00:05:01 - 04:00:00	5%
04:00:01 - 08:00:00	15%
08:00:01 +	25%

**B. Chronic Outage.** As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Term without termination liability if the Service is Unavailable (as defined in subpart 2.7A immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

**3. Customer Responsibilities.**

**3.1 Rates, Charges, and Commitments.**

**A. General.** Customer will pay the rates and charges for the Services, including but not limited to monthly recurring charges (“MRCs”), usage charges (per call, per minute, etc) and associated billing increments, and non-recurring charges (“NRCs”) as set forth in a rate sheet, as the same may be changed as set forth in this Service Schedule (the “Rate Sheet”). If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Lumen’s standard usage rate for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services are captured in the Rate Sheet as ancillary fees or feature charges. The Term identified in the Rate Sheet is the “Service Term” for such Services. Notwithstanding anything to the contrary in the Agreement, billing and Service Term for the Services will commence upon the earlier of the Connection Notice or Customer’s use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and will pay for billable usage and the full quantity of associated utilized MRC-based Services.

## ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE

National calls may be billed on a usage basis as measured (per minute or increment) or per call, as set forth in the Rates. Such calls may also have a call minimum charge, which means Customer will be charged the higher of the call minimum charge or Customer's actual per minute charges per call.

Usage charges are based on actual usage of Service based on a call duration that begins when the called party answers, as determined by answer supervision, and ends when either party disconnects the call.

Some pricing plans may provide for zero-rated usage for calls that originate and terminate between Customer's enterprise locations which are included under a dedicated pool of CCP capacity ("Intra-enterprise") as identified on the Rate Sheet or Order.

SIP Refer calls may be billed for 2 call flows (inbound and outbound).

If Customer redirects IFN or UIFN calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Rate Sheet.

If set forth in the Rate Sheet, a Call Minimum Charge means the minimum charge per call that Customer will incur regardless of the lesser number of actual minutes/seconds. Customer will be charged for the higher of the Call Minimum Charge or Customer's actual per minute call duration

In addition to such minimum commitments as stated in this Service Schedule or in the Agreement, the Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or "MUG") which will be set forth in the Rate Sheet(s) and/or Customer Order(s). For such Service(s) with a minimum commitment ("Committed Service"), commencing on the first full billing cycle following the Ramp Period (defined below) for such Committed Service and continuing through the longer of (i) the Pricing Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to charges no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the "Revenue Commitment"). "Aggregate VRC Charges" will mean the charges on an invoice for (i) the monthly recurring charges and usage charges for the Committed Service and (ii) such other charges for non-voice services as may be expressly set forth in the Revenue Commitment. The Revenue Commitment is a take-or-pay commit: Customer will pay the higher of (i) Customer's actual invoiced Aggregate VRC Charges (and, if agreed applicable, other non-voice charges) or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation or early termination charges for Committed Service (but will be responsible for any separate cancellation or early termination charges for other non-voice services and local access services). For purposes of this Service Schedule, the "Ramp Period" will mean the period commencing on the Service Commencement Date and expiring on the date of the second Lumen invoice for which the Service is billed.

**B. Voice Complete Pricing Plans.** Voice Complete pricing is Concurrent Call Path (CCP) based. Customers subscribing to the Service will select either the 1) standard plan, CCP + measured (rate per minute, call minimum, call set-up for all usage), or 2) a CCP plan that includes up to pre-defined number of minutes of national usage to a subset of pre-defined destinations per CCP. CCP Plan minutes will be aggregated across all CCPs, providing Customer with one pool of minutes. CCP plans which include a pre-defined number of minutes will be charged in accordance with the rates in the Rate Sheet for any calls in excess of such minutes. Any unused minutes will not carry over to the next month. If an optional pre-paid minute plan ("PPM Plan") is available and ordered by Customer, Customer may purchase, in advance, a bucket of minutes to a pre-defined set of destinations. For billing purposes, should Customer order both a CCP Plan inclusive of minutes and a PPM plan, Lumen will first decrement the CCP Plan minutes and then the PPM Plan minutes. Lumen reserves the right to add destinations to the CCP or PPM plans or modify or remove CCP Plans or PPM Plans because of regulatory and/or 3rd party cost changes, with 30 days' advance written notice.

**C. Surcharges.** In addition to taxes, fees and surcharges set forth in the Agreement, Rate Sheet and/or Order, Customer agrees to pay the following surcharges, where applicable, in connection with the Services:

**Short Duration Call Surcharge.** For any Service provided under the North American numbering plan (NANP), if the average call duration as determined over a billing month for Customer's (i) outbound calls is less than 30 seconds or (ii) toll free calls is less than 90 seconds, then an additional charge of .01 per call will be applied to all outbound long distance and toll free calls in that billing cycle month. For the purpose of this provision, average call duration will be calculated by dividing the aggregate duration of all calls of a particular Service type (i.e. long distance or toll free) by the total number of calls of that type under a specific billing account during the billing cycle month.

**PIC Long Distance Service Charges.** For SIP and FlexVoice Services provided under the North American Numbering Plan ("NANP"), Customer will pay the following PIC Long Distance Service charges, as applicable:

**i. Unauthorized PIC Change.** An unauthorized carrier change charge as defined on the Rate Sheet may be applied to each primary interexchange carrier ("PIC") change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of services by Lumen.

**ii. PIC Change Charge.** Lumen may elect to assess Customer a PIC change charge if an end user's automatic number identifier ("ANI") is changed from one interexchange carrier ("IXC") to another.

**iii. Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC").** Lumen may assess Customer a carrier line charge for lines moved from an IXC to Lumen.

**ENTERPRISE VOICE SIP BASED SERVICES  
SERVICE SCHEDULE**

**3.2 Rate Changes and Termination Right.**

**A. Rate Changes.** Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Lumen to Customer. Lumen may send to Customer a notice changing rates, charges or other pricing terms as set forth in this Service Schedule, in a Rate Sheet and/or Order which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address as set forth in this Section (a "Rate Change Notice"). Customer's must ensure that Lumen has Customer's most recent e-mail address for purposes of Rate Change Notices as Lumen will use the email address in Lumen's records for the Rate Change Notices. The rates or changes set forth in such Rate Change Notifications will take effect as stated in this Service Schedule but no sooner than 30 days following such Rate Charge Notice.

**B. Limited Termination Right Related to Rate Changes.** On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Lumen in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

**3.3 Scope of Lumen Agency.** In the provisioning of telephone numbers and/or in porting activities, Lumen is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.

**3.4 Restrictions.**

**A. No Resale.** Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Lumen, no less formal consent will be binding.

**B. No Non-Conforming Uses.** The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a "Non-Conforming Use". In addition to Lumen's other default rights, in the event of a Non-Conforming Use, Customer will be liable for the difference between the rates for conforming use and the higher rates which Lumen would have applied for Non-Conforming Use. In addition, if in Lumen's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Lumen may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by Lumen, Lumen reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer will remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term on the Rate Sheet. Customer will indemnify Lumen from any claims arising as a result of any Non-Conforming Use.

**3.5 Traffic Integrity.** Customer will not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Lumen's request, Customer will certify in writing its continued compliance with this Section.

**3.6 Fraudulent Calls and Unsupported Calls.** Customer will be responsible for paying Lumen for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Lumen may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Lumen's network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer will notify Lumen as soon as possible at +1-800-348-5457 or [FraudOperationsNA@centurylink.com](mailto:FraudOperationsNA@centurylink.com).

**4. Reserved.**



**ENTERPRISE VOICE SIP BASED SERVICES  
SERVICE SCHEDULE**

**ATTACHMENT A  
WARNING LABELS (US)**

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

1. Your broadband/interconnect connection has failed or is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

10. Your broadband/interconnect connection has failed or is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

19. Your broadband/interconnect connection has failed or is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

4. Your broadband/interconnect connection has failed or is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

13. Your broadband/interconnect connection has failed or is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

22. Your broadband/interconnect connection has failed or is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

7. Your broadband/interconnect connection has failed or is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

16. Your broadband/interconnect connection has failed or is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

25. Your broadband/interconnect connection has failed or is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**CENTURYLINK® ENTERPRISE VOICE TDM BASED SERVICES (former Level 3)  
SERVICE SCHEDULE**

**1. Applicability.** This Service Schedule is applicable only when Customer orders CenturyLink's TDM-based Enterprise Voice Local Service, Voice T1, Dedicated and Switched Long Distance and International Toll-Free and Universal Toll Free Services ("Enterprise TDM Voice Services" or "Services") and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink or a CenturyLink affiliate provides Services to Customer (the "Agreement"). This Service may be referred to as ISDN PRI, ISDN BRI, Digital Trunk, Business Line, Centrex, PIC LD, Enterprise Voice Long Distance, Voice T1, Enterprise Voice Outbound, Enterprise Voice Toll Free, International Freephone Number (IFN), and Universal International Freephone Number (UIFN), on quotes, ordering and invoicing documentation. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**2. Service Description.** The Enterprise TDM Voice Services below are TDM-based and provide, as relevant, Public Switched Telephone Network ("PSTN") connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) Service, and international toll free calling. The basic offerings, where available, are:

- **Local Service:** Customer access to the PSTN for the placing and/or receiving of local (including 911) and intraLATA calls. Service may be delivered via Business Line, Centrex Services, Primary Rate Interface ("PRI") or T1 Circuit. **Dedicated Long Distance:** Customer accesses CenturyLink's long distance network for outbound and toll free services via a dedicated access line used either exclusively for long distance or shared with CenturyLink Local Service. **Switched Long Distance:** Customer accesses CenturyLink's long distance network via local access facilities not provided by CenturyLink.
- **Toll Free, International Toll Free Service ("ITFS" or "IFN and "UIFN")** provides access, transport and termination of voice traffic over CenturyLink's network. ITFS calls may originate from countries where CenturyLink offers service.
- A **BTN** is the billing telephone number of the circuit that is the origination point of a call. A **CPN** is the actual telephone number of the origination point of a call. More than one CPN may have the same, single BTN.

**3. Applications and Configurations.**

Enterprise TDM Voice Services may be used as local and long distance voice access services to serve single or multi-station enterprise premises telephony equipment, such as phone sets, key systems and PBXs. Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use. Notwithstanding anything to the contrary in the Agreement, Customer may not resell or incorporate these Services into services it sells to third parties.

**a. Dedicated Access: T1, DS3, OC-n.** Multiple configurations are supported: DOD, DID, channelized DIOD and standard DIOD, customized to meet Customer's application needs.

**b. PRI.** PRI Circuit configuration is ISDN, twenty-three (23) B channels for transport and one (1) D channel for signaling. Channelized DIOD service is not available with PRI service.

**4. Rates and Charges.**

Rates and charges for the Service ("Rates") will be set out either (i) in a rate schedule provided in conjunction with or as part of an Order for the Service, or (ii) in a pricing schedule attached to this Service Schedule (in either case, the "Rate Sheet") and which may be changed as set forth in this Service Schedule. If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed CenturyLink's standard usage rate for those calls. Notwithstanding anything to the contrary in the Agreement, billing and Service Term for the Services will commence upon the earlier of the Connection Notice or Customer's use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and will pay for billable usage and the full quantity of associated utilized MRC-based Services.

Unless otherwise stated in a Rate Sheet (and as may be changed by CenturyLink via a Rate Change Notice as set forth below), the following minimum call durations will be billed in the billing increments that follow:

Type of Service	Minimum Call Duration (Call Minimum) in seconds	Billing Increments in seconds
Domestic Outbound LD	18	6
International Outbound (except Mexico)	30	6
Mexico Outbound	60	60
Domestic and International Toll Free	30	6

Local calls may be billed as local unlimited calling, local measured rate (per minute), or local per call usage rate. Where billed as local measured rate, the minimum call duration is 60 seconds and the billing increment is 60 seconds. Flat, measured and message rated local usage is only available in limited markets.

Service usage charges are based on actual usage of Service and begin when the called party answers, as determined by answer supervision, and end when either party disconnects the call.

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In addition to such minimum commitments as stated in this Service Schedule or in the Agreement, the Enterprise TDM Voice Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or MUG) which will be set forth in the Rate Sheet(s) and/or Order(s). For such Service(s) with a minimum commitment ("Committed Service"), commencing on the first full billing cycle following the Ramp Period (defined below) for such Committed Service and continuing through the longer of (i) the Pricing Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the "Revenue Commitment"). "Aggregate VRC Charges" will mean the charges on an invoice for the monthly recurring charges and usage charges for the Committed Service. The Revenue Commitment is a take-or-pay commit: Customer will pay the higher of (i) Customer's actual invoiced Aggregate VRC Charges or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation charges for Committed Service (but will be responsible for any separate cancellation or early termination charges for local access services). The "Ramp Period" will mean the period commencing on the Service Commencement Date and expiring on the date of the second CenturyLink invoice for which the Service is billed.

**5. Surcharges.** Customer agrees to pay the following surcharges, where applicable, in connection with Enterprise TDM Voice Services:

**a. Short Duration Call Surcharge.** If for any reason (i) the average call duration for Customer's use of Long Distance Service is less than 30 seconds or (ii) the average call duration for Customer's use of Toll Free Service, IFN or UIFN Service is less than 90 seconds, in either case when measured across a billing cycle month, then an additional charge, will be applied to all calls using the applicable Service type on the applicable Customer billing account in that billing cycle month. For the purpose of this provision, average call duration will be calculated by dividing the aggregate duration of all calls using the applicable Service type (applied to a specific Customer account number) in a billing cycle month by the total number of calls of that type in that billing cycle month for that account.

**b. PIC Long Distance Service:**

**i. Unauthorized PIC Change.** An Unauthorized Carrier Change Charge may be applied to each PIC change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of Enterprise Voice Long Distance Services by CenturyLink.

**ii. PIC Change Charge.** CenturyLink may elect to assess Customer a PIC Change Charge if an end user's ANI is PIC'd from one IXC to another.

**iii. Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC").** CenturyLink may assess Customer a carrier line charge for lines PIC'd to CenturyLink.

**6. Billing & Rate Conditions.**

**a. Third Party Charges.** Customer understands that the charges (including Ancillary Charges) applying to the Services are reflective of the charges levied on CenturyLink by third party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by those and other third party providers, and that those Third Party Charges may be subject to change during the Service Term for which the Services are to be provided by CenturyLink to Customer. CenturyLink reserves the right, upon 30 calendar days' advanced Rate Change Notice, to increase the rates for specific call destinations and/or to change Ancillary Charges or Surcharges based on changes to Third Party Charges.

**b. Rate Change Notices.** CenturyLink may send to Customer a notice changing rates or other charges as set forth in this Service Schedule which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address (a "Rate Change Notice"). Customer's e-mail address for purposes of Rate Change Notices hereunder is: {\_\_\_\_\_}. The rates or changes set forth in such Rate Change Notifications will take effect as stated therein but no sooner than as otherwise provided in this Service Schedule.

**c. Limited Termination Right Related to Rate Changes.** On receipt of Rate Change Notice under Section 6 (a) or (b), Customer may elect to terminate the Service without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by CenturyLink in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

**d.** Charges for IFN and UIFN service will be set out in Customer's Rate Plan. If Customer redirects calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Customer's Rate Plan.

**e. Traffic Rating.** Voice usage rating is based on the origination and termination point of the traffic. Termination is based on geographic location using the specific rate center(s) of the called party's NPA/NXX. To determine originating call jurisdiction, CenturyLink will utilize different methods depending on T1 or PRI service. Customer may not, in any case, send outbound (end user/Customer to PSTN) traffic over a CenturyLink circuit that did not originate from a CenturyLink phone number specific to the rate center in which the Circuit is located.

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T1: The origination point of the call is based on the BTN.

PRI: CenturyLink will use Customer-delivered Calling Party Number ("CPN") as the origination point of the call. Delivery of valid CPN to CenturyLink is a material obligation of Customer. Customer warrants and represents that the CenturyLink telephone numbers provided for each specific Circuit represent the originating locations (or the local calling area from which Customer is purchasing a Foreign Exchange (FX) product). The termination point of the call is the destination number, and all traffic not destined for the Customer's pre-selected IXC or dedicated special access facility will terminate in the same local calling area as Customer's service address or at a modem data service located in the same local calling area. CenturyLink reserves the right to charge the highest applicable rates in the local call plan for any local calls and in the long distance call plan for any long distance calls that originate from non-CenturyLink or unknown numbers (not 10 digits or not in the LERG). If a long distance call plan is not associated with Customer's Service, CenturyLink will add the current long distance rate plan to Customer's Service to charge for these calls; in addition, CenturyLink retains the right to terminate the Service if Customer delivers traffic to CenturyLink without a valid CPN or CenturyLink otherwise deems Customer's traffic as having circumvented access charges. A valid CPN is the calling party's CenturyLink assigned ten (10) digit telephone number within the North American Numbering Plan, excluding special-purpose phone numbers, such as 8XX, 950, 555 and N11.

In the event any third party requires an audit of CenturyLink's minutes of traffic, Customer will cooperate with such audit, at an expense to be shared equally by the parties. Customer will grant CenturyLink or such third party access to CDRs and other necessary information reasonably available solely for the purpose of verifying Customer's minutes of traffic.

**7. Scope.** CenturyLink is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.

**8. Restrictions.**

**a. No Resale.** Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service and resale of the Service in any form is strictly prohibited. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and CenturyLink, no less formal consent will be binding.

**b. No Non-Conforming Use.** The Service may not be used by Customer to provide voice content related services such as chat lines. The Service may not be used for or in connection with auto dialer applications, predictive dialers, calls to premium rate online services, broadcast fax transmissions, or other application that generates more than ten (10) calls per second. Except as set forth in section c below, the Service may not be used in connection with call center applications and Customer will not use least cost routing (LCR) in conjunction with the Service. Any use of the Service in violation of this Section or Section 9 below is a "Non-Conforming Use". In the event Customer uses Services for a Non-Conforming Use, Customer will be liable for the difference between the rates for conforming use and the higher rates which CenturyLink would have applied for Non-Conforming Use. In addition, if in CenturyLink's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, CenturyLink may, at its option, provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage, CenturyLink reserves the right to adjust usage rates to such rates set forth in the notice or immediately terminate the Services. Customer will remain liable for all usage charges incurred prior to such termination and also for any Revenue Commitments through the end of the Service Term. Customer will indemnify CenturyLink from any claims arising as a result of any Non-Conforming Use.

**c.** Customer may use the Service for call center applications or may use least cost routing only with CenturyLink's express signed written consent (which may be granted in CenturyLink's sole discretion). If Customer seeks to use the Service in connection with call center operations, Customer must provide CenturyLink with detailed traffic forecasts and will discuss location-specific constraints relating to the Service.

**9. Traffic Integrity.** Customer will not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon CenturyLink's request, Customer will certify in writing its continued compliance with this Section.

**10. Fraudulent Calls and Unsupported Calls.** Customer will be responsible for paying CenturyLink for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. CenturyLink may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm CenturyLink's network, or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular Automatic Number Identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer will notify CenturyLink as soon as possible at 1-800-348-5457.

**11. Local Access Provided by CenturyLink.** CenturyLink provides local access circuits (via third party providers) only for Customer's use in connection with this Service. Where Customer's usage of local access circuits provided by CenturyLink in connection with this Service falls below the minimum usage level set out below in two consecutive monthly billing cycles, then, notwithstanding any

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pricing otherwise agreed with Customer, Customer agrees to pay the additional charge(s) set out below in addition to any other charges payable in respect of the Service.

<b>Local Access Circuit Type</b>	<b>Minimum Usage Level</b>	<b>Additional Monthly Charge</b>
T-1	30,000 minutes per month	\$300
E-1	30,000 minutes per month	\$375
DS-3	500,000 minutes per month	\$8,500

If CenturyLink notifies Customer of an additional charge pursuant to this Section, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse CenturyLink for any early termination fees levied on CenturyLink by the third party provider of that local access circuit.

**12. Equipment Required.**

- a. **T1 or PRI** For all Circuits, Customer must have a digital PBX (or equivalent) with the appropriate interface card to support either PRI or T1.
- b. **DS-3 Muxing Equipment.** If DS-1 handoff is required, Customer is responsible for providing appropriate and necessary space and power for the muxing equipment.

**13. Additional Service Specific Terms.**

**13.1 Local Service.**

a. CenturyLink will provide 911 Services for all Local Services, meaning functionality that allows callers to contact emergency services. 911 Services include enhanced 911 Services, which have the ability to route an emergency call to the Public Safety Answering Point ("PSAP) assigned to the caller's location and to provide a telephone number and address relevant to the caller (subject to this section and Customer's obligations per this Service Schedule). Where enabled on the CenturyLink network, CenturyLink will provide the PSAP with the CPN and the address location information for that CPN as provided by Customer to CenturyLink and as loaded by CenturyLink into the Private Switch/Automatic Location Information (PS/ALI) database. If no specific address location information is provided to CenturyLink by Customer in accordance with the foregoing, CenturyLink will provide the PSAP with the CPN and the address location information of the BTN for that CPN. Where the ability to provide CPN and CPN address information to PSAPs is not enabled on the CenturyLink network, CenturyLink will assume that the Customer will have a single BTN service location/circuit (for the BTN and all of its CPNs), and CenturyLink will register that single service location in the PS/ALI database for that BTN. CenturyLink will pass the respective BTN to the PSAP where 911 is dialed, and the PSAP operator will reference the physical address associated with the BTN for all of its CPNs. If in this later case Customer requires specific address location information on a CPN basis, Customer must procure such functionality through a third party enhanced 911 provider and Customer (or such enhanced 911 provider on behalf of Customer) must provide the specific address location information to ensure the accuracy of PS/ALI database. In all cases, delivery of a valid CPN to CenturyLink from Customer is required. As CenturyLink enables additional functionality on its network, CenturyLink may modify the Service related to whether a BTN or CPN is used and will provide Customer 90 days' advanced written notice of such change.

b. CenturyLink strongly advises that Customer does not allow any number to become active unless the PS/ALI and PSAP database updates for each number have been completed. Customer understands that this interval may be significant. If Customer provides its end users any active number prior to confirming that the relevant E911 database updates have been completed for that number, Customer acknowledges the calls may not be properly completed and/or incorrect information may be sent regarding end user location. Customer agrees to fully indemnify and hold CenturyLink, its employees, affiliates, agents, and assigns, harmless from and against any costs, losses, or damages arising from the use of such number(s).

c. It is the Customer's responsibility to understand the state laws that pertain to Customer in regards to E911 requirements and compliance obligations, CenturyLink specifically disclaims any such obligation.

d. Upon discontinuance of Service, Customer will be responsible for releasing telephone numbers from the PS/ALI and PSAP databases.

e. **Other Jurisdictions.** For Local Services provided in jurisdictions outside the United States, specific additional emergency calling terms may be required and will be added to this Agreement upon CenturyLink request.

**13.2 Toll Free, IFN and UIFN Service.**

a. **Change of Responsible Organization.** Unless otherwise provided for in this Service Schedule, CenturyLink is the Responsible Organization for Toll Free Numbers. Customer represents and warrants that it has all necessary rights and authority necessary for any change in Responsible Organization, will provide copies of letters of authority authorizing the same upon request (and in the format requested by CenturyLink) and will indemnify, defend and hold harmless CenturyLink and its affiliates from any third party claim related

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to or arising out of any such change (or request for such a change). Porting by Customer of Toll Free Numbers pursuant to this Section will not relieve Customer of its obligations under the Toll Free Revenue Commitment (if any).

**b.** CenturyLink does not guarantee the availability of any requested Toll Free, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free number availability. Customer may not reserve or activate such a Toll Free number for the purpose of selling, brokering, or releasing the Toll Free number to another person for any fee or other consideration. CenturyLink may, without liability, block any Toll Free number having usage surges or heavy traffic loads that are atypical. If, upon termination of Service, Customer does not submit a written request for the appointment of a new carrier for its Toll Free number(s) within thirty (30) days of such termination, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its CenturyLink account, then Customer's Toll Free number(s) will not be released to another long distance carrier or Responsible Organization.

**c.** Customer agrees that if a US Toll Free number has multiple carrier routing or SMS Emergency Reroute whereby the traffic is split between CenturyLink and another carrier, CenturyLink will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that CenturyLink received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

**d.** Customer acknowledges that (i) IFN or UIFN Toll Free / Freephone numbers may be owned by the in-country PTT and not the Customer or CenturyLink, (ii) that the supply of numbers by a PTT or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the PTT may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer Service in respect of such Toll Free/Freephone numbers provided by CenturyLink to another carrier and the applicable PTT or other regulatory authority supports portability of the applicable numbers, Customer should not cancel Service with CenturyLink until Customer's new carrier confirms that Service has been transferred to avoid disruption of Service.

**14. 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).

**15. Service Levels.** The following Service Levels apply only to Customers who are end-users of Services.

**a. Availability Service Level.** The Availability Service Level for this Service is 99.9% per month. Service is considered "Unavailable" if it is unable to make or receive calls for reasons other than an Excused Outage. An unavailability event is measured from the time Customer opens a trouble ticket with CenturyLink until the affected Service is restored. In the event that Service is Unavailable, Customer will be entitled to a service credit off of the Monthly Recurring Charge ("MRC") for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the following table:

<b>Cumulative Unavailability (in hrs:mins:secs)</b>	<b>Service Level Credit (% of MRC)</b>
00:00:01 - 00:43:00	0%
00:43:01 - 02:00:00	5%
02:00:01 - 04:00:00	15%
04:00:01 +	25%

**b. Limitation.** The Service Levels stated in this Service Schedule do not apply to any Services which originate or terminate outside of the United States. Customer will be entitled to receive credits on only one Service Level in any calendar month (even if CenturyLink fails to meet more than one such Service Level). Customer will elect which Service Level it seeks to exercise when its claim for credits is made to CenturyLink.

**c. Chronic Outage.** As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is Unavailable (as defined in subpart 15a immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

**ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE) SERVICE SCHEDULE**

**1. General.** This Service Schedule is applicable only where Customer orders Ethernet Line Service (E-Line), Ethernet LAN Service (E-LAN), Ethernet Access Service (E-Access), Ethernet Private Line (EPL), or Ethernet Virtual Private Line (EVPL) Service (the "Service(s)"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**1.1 Additional General Terms.** Customer will pay all charges for the Service. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Services.**

**2.1 Ethernet Line Service (E-Line).** E-Line is a point-to-point Ethernet service that can traverse between any two UNIs. E-Line can be configured as a virtual private service called E-Line EVPL or a private service called E-Line EPL. In a VLAN aware configuration E-Line EVPL can be used as a hub and spoke architecture. It can be ordered in various bandwidth increments and specific E-Line EVC Types. The E-Line product is Metro Ethernet Forum (MEF) Carrier Ethernet (CE) 2.0 certified for both E-Line EVPL and E-Line EPL. E-Line is available with Single-CoS.

**2.2 Ethernet LAN Service (E-LAN).** E-LAN is a fully meshed multipoint-to-multipoint circuit between two to 50 UNIs connected by an E-LAN EVC. E-LAN can be configured as a virtual private service called EVP-LAN or a private service called EP-LAN. E-LAN EVC endpoints participate within the E-LAN Service and can be ordered in various bandwidth increments and specific E-LAN EVC Types. The E-LAN product is MEF Carrier Ethernet (CE) 2.0 certified for both EVP-LAN and EP-LAN. E-LAN is available with Single or Multi-CoS.

**2.3 Ethernet Access Service (E-Access).** E-Access is a point-to-point or point-to-multipoint carrier Ethernet service connecting ENNs and W-UNIs with OVCs. E-Access can be configured as a virtual private service called E-Access EVPL or a private service called E-Access EPL. E-Access can be ordered in various bandwidth increments and specific E-Access OVC Types. The E-Access product is MEF Carrier Ethernet (CE) 2.0 certified for both E-Access EVPL and E-Access EPL. E-Access is available with Single-CoS.

**2.4 Ethernet Private Line (EPL).** Port-based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market. Intercity EPL Service is between two markets. EPL is offered in a Protected or Unprotected configuration.

**2.5 Ethernet Virtual Private Line (EVPL).** Point-to-point circuits that deliver a lower degree of transparency for service frames but can be ordered as a VLAN aware or as a bundled configuration. EVPL is made up of at least two UNIs and at least one EVC. In the VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately. EVPL is available with Single-CoS.

**2.6 Add-On Services and Features.** As an optional Service feature available on EVPL, Customer may (at additional cost) subscribe to Performance Assurance that provides Customer with enhanced latency, data delivery, and jitter service levels, and additional reporting and monitoring capabilities. Performance Assurance is described in the separate Addendum for Performance Assurance Services.

**2.7 Services from Others.** Where Service is terminated Off-Net, Customer will provide Lumen with circuit facility assignment, firm order commitment and the design layout records necessary for Lumen to make cross-connections to the Off-Net carrier. Lumen's charges assume that Off-Net service: (a) will be available from Lumen's selected provider and (b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net component or, in the case of MPOE extensions, for inside wiring provided by Lumen. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

**2.8 Service Levels.** Service is subject to the Lumen Service Level Agreement available at [www.lumen.com/service-guides](http://www.lumen.com/service-guides) and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

**3. Definitions.** The following terms are defined for the purposes of this Service Schedule:

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.



**ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)  
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Customer Commit Date - The date by which Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of a Customer Order.

End-to-end or E2E, and includes the On-Net and Off-Net access components of Services taken together.

Ethernet Virtual Connection (EVC) - Logical Ethernet service between two or more UNIs that limits the exchange of Service Frames to UNIs in the EVC.

EVC/OVC Type - a more specific configuration description of the Ethernet Service. E-Line and E-Access are available as Ethernet Virtual Private Line (EVPL) or Ethernet Private Line (EPL); E-LAN is available as Ethernet Virtual Private LAN (EVP-LAN) or Ethernet Private LAN (EP-LAN).

External Network-to-Network Interface (ENNI) - A resilient access point directly into the Lumen National Ethernet core from which next generation Ethernet products may be ordered and terminated. The ENNI is an aggregated Ethernet port where many segregated service instances are collected together for switching between two Ethernet networks and may be ordered with a single or dual handoff.

On-Net - Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment. Services that are not On-Net are "Off-Net".

Operator Virtual Connection (OVC) – Logical Ethernet service between Wholesale UNIs and ENNIs, where at least one end is an ENNI, which limits the exchange of Service Frames to UNIs/ENNIs in the OVC. Available only with E-Access.

Protected - Any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected."

Unavailable/Unavailability - Ethernet port (or the Service directly associated with such port) downtime.

User Network Interface (UNI) / Wholesale User Network Interface (W-UNI) - The physical interconnect at the Customer Metro Edge which may be ordered as a transparent or multiplexed interface.

Virtual LAN (VLAN) - A logical separation of network elements.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
HOSTED IVR (MINUTES OF USE) SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink QCC will provide Hosted IVR Service (“IVR” or “Service”) under the terms of the Agreement and this Service Exhibit. Capitalized terms not defined herein are defined in the Agreement and any technical terms used herein will be defined as commonly understood in the industry.

“Acceptance” means Customer agrees that CenturyLink has provided the Final Deliverable and may begin billing for the Service, and Customer will pay for the Service.

“ACD” means Automatic Call Distribution.

“Application Incident” means a single support issue directly related to the programming or maintenance of an IVR Application developed by CenturyLink or its agents, and the reasonable effort needed to resolve it.

“CenturyLink Content” means Newly-Developed Materials and Pre-Existing CenturyLink Materials.

“CenturyLink Content License” means a worldwide, non-exclusive, non-transferable license to use the object code form of the CenturyLink Content only as it is embedded, linked, bundled or otherwise made an essential and necessary part of the Work Product by CenturyLink, or is otherwise required to be used in connection with, the Work Product.

“CTI” means Computer Telephone Integration.

“Customer Content” means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes, or designs, whether or not reduced to practice and whether or not patentable supplied by Customer to CenturyLink.

“Customer Content License” means a worldwide, non-exclusive, fully paid-up license to use, copy, and host the Customer Content only as reasonably necessary to perform the Services for Customer.

“Customer Forecast” means Customer’s forecast for each month in the 12-month period following Acceptance of (a) the minutes of use volume, (b) day and hour peak periods, (c) business days in the month, (d) total IVR time, (e) the number of toll-free numbers Customer will use with the Service, (f) maximum simultaneous calls, and (g) simultaneous call limit, if applicable.

“Dedicated IVR Application” means CenturyLink owned, managed and monitored: (a) database servers; (b) load balancers; and (c) supporting network equipment that are shared with other CenturyLink IVR customers; and (d) a WAS that houses only Customer’s applications.

“Designated Charges” means MRCs, NRCs and per minute usage charges for (a) IVR Basic Components and Application Services listed in the Pricing Attachment; and (b) CenturyLink professional services purchased under a SOW.

“DTMF” means dual tone multi-frequency.

“Eligible MRCs” means Minutes of Use for DTMF and Speech Recognition.

“Export Laws” means all relevant export laws and regulations of the United States.

“Final Deliverable” means CenturyLink has provided the final Work Product, and Customer has completed UAT.

“IVR Monthly Subscription” consists of either 2,000 minutes of use of production IVR DTMF Virtual Ports or 1,000 minutes of use of production IVR Speech Recognition Virtual Ports to be used only with CenturyLink 8XX services.

“IVR Application” means a CenturyLink owned, monitored and managed: (a) WAS; (b) database servers; (c) load balancers; and (d) supporting network equipment that are shared with other CenturyLink IVR customer applications.

“IVR Platform” means CenturyLink’s IVR servers and network control servers that receive calls from Customer’s callers, process those calls and direct any outbound calls from the servers.

“Net Rate” is in lieu of all other rates, discounts, and promotions.

“Newly-Developed Materials” means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes or designs, whether or not reduced to practice and whether or not patentable, developed by CenturyLink in the performance of the Services (including, without limitation, the Voice XML or other formatting code, source code and object code of any software and the documentation related thereto, if any) and all modifications, enhancements or derivative works thereof.

“Pre-Existing CenturyLink Materials” means all pre-existing materials, creative content, tools, inventions, specifications, methodologies, processes or designs, whether or not reduced to practice and whether or not patentable, provided or used by CenturyLink in the performance of the Services (including, without limitation, all such Voice XML or other formatting code, source code and object code of any software owned or developed by CenturyLink prior to the effective date of this Service Exhibit) and all modifications, enhancements or derivative works thereof.

“Pricing Attachment” means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

“Renewal Term” means consecutive one year terms.

“SLA” means the IVR Platform Service Level Agreement posted at <http://www.centurylink.com/legal/sla.html>.

“SOW” means the Statement of Work attached hereto or referenced in this Service Exhibit.

“Term” means the Initial Term and each Renewal Term.

“Third Party Materials” means third-party hardware or software components.

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“UAT” means User Acceptance Testing.

“Virtual Port(s)” means the IVR ports available to support the transaction requests for customer specific applications. The virtual ports are allocated from the shared physical ports available within the IVR services platform.

“WAS” means web application server.

“Work Product” means each product or item produced by CenturyLink by (a) linking or bundling any one or more of the following, (b) embedding any one or more of the following within any one or more of the following; or (c) otherwise making any one or more of the following a necessary and essential part of any one or more of the following: (i) the Newly-Developed Materials; (ii) the Pre-Existing CenturyLink Materials; (iii) the Customer Content; or (iv) any Third Party Materials.

**2. Service.** IVR is an interactive voice response and speech recognition platform that integrates with customer applications, developed using the industry standard Voice XML programming language. The Hosted IVR minutes of use Service must be used with CenturyLink domestic 8XX service.

**2.1 IVR Basic Components.**

**(a) IVR Platform.** The Service includes a network-based platform service that allows businesses to create and operate advanced voice applications. The Service includes the following service components and will vary depending upon what Customer orders: IVR Virtual Ports with DTMF or speech recognition input collection capabilities, capture of available ANI and DNIS information, audio playback of pre-recorded prompt messages to callers for scripting, transfer and bridge call functionality, support of enhanced XML instructions by the IVR Platform to drive the logic of Customer’s applications, text-to-speech for audio output, speech recognition dialog modules, call recording and storage, standalone CTI add-on, ACD Connect, and IVR Platform reporting. Customer must obtain or provide, at Customer’s expense, all communications services, Internet connectivity, hosting equipment (for Customer hosted applications only), and third party software necessary to access the Services.

**(b) IVR Monthly Subscription.** The Service also includes the IVR Monthly Subscription, which Customer must purchase during the Term of this Service Exhibit.

**2.2 Service Component Descriptions.**

**(a) Call Recording.** Call Recording allows inbound calls to Hosted IVR to be passed through a recording system to capture the IVR interaction with the customer. Recordings are stored for up to six months for retrieval.

**(b) Call Recording Storage.** Call Recording Storage provides storage of recorded calls beyond six months. Additional storage is provided in annual increments up to seven years.

**(c) ACD Connect.** ACD Connect is a feature available with Service that gives it the ability to communicate with a variety of PBX’s or ACD’s that sit on Customer’s premises. If Customer’s PBX or ACD is compatible, CenturyLink will provide the ACD Connect platform and software connectivity to communicate with Customer’s PBX or ACD.

**(d) CTI (Computer Telephony Integration).** This feature allows use of the CenturyLink CTI engine in conjunction with ACD Connect to deliver specific call related information to the agent computer screen simultaneously with the telephone call.

**2.3 IVR Application.** CenturyLink will host Customer’s IVR Application in a multi-tenant, hosted application environment. All rights in the IVR Application are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such IVR Application. Customer will not have any rights to access any IVR Application facilities or environment. Customer must purchase CenturyLink professional services under the SOW to develop and modify all applications to be installed in the IVR Application environment. The charges for such services are provided in the SOW. Customer will have the ability to securely upload specified data to the IVR Application environment in a method defined in the SOW.

**2.4 Dedicated IVR Application.** If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer’s IVR Application in the Dedicated IVR Application environment. All rights in the Dedicated IVR Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Dedicated IVR Application environment. Customer must purchase CenturyLink professional services under the SOW to develop all applications to be installed within the Dedicated IVR Application environment. The charges for such services are provided in the SOW. Customer will have the ability to securely upload and download specified data to the Dedicated IVR Application environment in a method defined in the SOW. Customer has the option to utilize an external data source. A secure connection will be required between the CenturyLink Dedicated IVR Application and Customer’s external data source as described in the CenturyLink Internet Port for IVR section below.

**2.5 IVR Application Services.** Customer may purchase the following IVR Application Services to assist Customer in the development and support of IVR applications:

**2.5.1 Custom Application.** At Customer’s request, CenturyLink will develop a custom IVR Application to Customer’s specifications. The details and charges for the custom IVR Application development are provided in the SOW. CenturyLink will: (a) perform the consulting, professional, technical, development and design services, or any combination thereof, described herein or in the SOWs; and (b) develop certain Work Product, if applicable and as specifically described in the applicable SOW, which will perform the functions or contain the attributes described herein or in the applicable SOW. Customer acknowledges that the successful and timely provision of Services and any applicable Work Product will require the good faith cooperation of Customer. Accordingly, Customer will fully cooperate with CenturyLink by, among other things: (c) providing CenturyLink with all information reasonably required in order to provision the proposed Services and Work Product, if applicable; and (d) making Customer personnel and appropriate development time on Customer’s systems available to CenturyLink, so as to permit CenturyLink to provide the Services and Work Product, as applicable, provided that the foregoing will be at such times so as not to unreasonably disrupt the conduct of Customer’s business. The

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Agreement and this Service Exhibit will also apply to and govern the rendering of all Services or Work Product produced in anticipation of and prior to the Agreement. If a conflict arises among the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.

**2.5.2 Custom Application Warranty.** CenturyLink represents and warrants that the IVR Application developed by CenturyLink or its agents will conform to the specifications in the SOW, and will be free from deficiencies and defects in materials, workmanship, design and performance for 30 days after Customer's acceptance of the custom IVR Application ("30-Day Warranty Period"). Within the 30-Day Warranty Period, CenturyLink will provide application support as defined in the SOW.

**2.5.3 Application Support.** Post production application support can be purchased for IVR Applications developed by CenturyLink or its agents, as defined and agreed to by the parties in the SOW. CenturyLink or its agents will provide technical assistance and professional services for Application Incidents on IVR Applications outside of the 30-Day Warranty Period. Customer must provide CenturyLink access to any Customer provided WAS where the CenturyLink IVR Application may reside. If CenturyLink spends time isolating problems to an IVR Application that has been modified by Customer, its agents, representatives, or any third party; (a) application support may not apply; and (b) Customer may be charged for such effort at the IVR Application Support Services Hourly Rate.

**2.6. Service Conditions.** The following conditions apply to the Service:

**2.6.1 Ownership; Grant of License.**

**(a) Customer Content.** Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to CenturyLink a Customer Content License. As a part of Customer's other indemnification obligations under the Agreement, Customer hereby indemnifies and will defend and hold harmless CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding arising out of or relating to the ownership in or the use or exploitation of the Customer Content by CenturyLink, including, without limitation, any claim relating to the violation of any third party's trademark, copyright, patent, trade secret or other proprietary or personal right(s).

**(b) CenturyLink Content.** Any: (i) Newly-Developed Materials; and (ii) Pre-Existing CenturyLink Materials will be the sole and exclusive property of CenturyLink. All rights in and related to the CenturyLink Content, including, without limitation, copyrights, trademarks, trade secrets, patents (including, without limitation, the right to obtain and to own all worldwide intellectual property rights in and to the subject matter embodied by or contained in the Work Product), and all other intellectual property rights or proprietary rights in and related to such CenturyLink Content, are hereby exclusively reserved by CenturyLink. It is expressly understood that, other than expressly provided in this Service Exhibit, no right or title to or ownership of the CenturyLink Content is transferred or granted to Customer under this Agreement.

**(c) Content Licenses.** Subject to the terms and conditions of the Agreement and this Service Exhibit, including, without limitation, upon payment in full by Customer of all Service charges, CenturyLink hereby grants to Customer during the term of this Service Exhibit a CenturyLink Content License. Customer will not have the right to license, sublicense or otherwise transfer to others the right to use the Work Product or the CenturyLink Content. Any right not expressly granted by the CenturyLink Content License hereunder is hereby expressly reserved by CenturyLink.

**(d) Third Party Materials.** The Services may be in support of, or the Work Product may contain, certain Third Party Materials including, without limitation, speech recognition functionality. All right, title and interest in the Third Party Materials, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are exclusively reserved by CenturyLink, CenturyLink's licensors and the licensor's suppliers. No right, title or ownership of or related to the Third Party Materials is or will be transferred to Customer under this Service Exhibit except to the extent a manufacturer or licensor permits the pass-through and assignment of license rights. In such cases, CenturyLink will pass-through and assign to Customer all applicable license rights permitted by the manufacturer or licensor of the applicable Third Party Materials. Any costs of such assignment will be borne by Customer. CenturyLink makes no warranties and will have no responsibility whatsoever, including any obligation to indemnify, as to Third Party Materials. A breach of such license by Customer will be a breach of the Agreement.

**(e) ACD Connect.** Software connectivity will not be customized for Customer and no code changes are permitted. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or improperly installing, modifying, or administering the Customer premises ACD.

**(f) Restrictions on Use.** Customer is expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents and representatives or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the CenturyLink Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the CenturyLink Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing, sublicensing, copying, marketing or distributing the CenturyLink Content or Third Party Materials; (iv) knowingly taking any action that would cause any CenturyLink Content or Third Party Materials to be placed in the public domain; (v) distributing any batch or off-line processing of content using the CenturyLink Content or Third Party Materials; or (vi) use any speech data files delivered by CenturyLink except in connection with the CenturyLink Content or Third Party Materials. The CenturyLink Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries, and embody valuable confidential and trade secret information of CenturyLink, CenturyLink's licensor and its suppliers. Customer will hold the CenturyLink Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for

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any purpose that is not specifically authorized under this Service Exhibit. Customer agrees that the licensor of Third Party Materials and its suppliers are intended third party beneficiaries of the provisions in this "Restrictions on Use" section. This provision will survive termination of this Service Exhibit or the Agreement.

**(g) Residual Rights in CenturyLink Know-How.** Subject to CenturyLink's confidentiality obligations set forth in the Agreement, nothing herein will be deemed to limit CenturyLink's right to use the ideas, concepts, processes, techniques, expertise and know-how retained in the unaided memory of CenturyLink as a result of its performance of the Services hereunder.

**2.6.2 Voice Services.** Customer must purchase, under separate terms and conditions, the voice service used in connection with the Service. IVR supports CenturyLink toll free services, and CenturyLink SIP Trunk to carry voice traffic into the IVR Platform. These numbers can either be existing numbers that CenturyLink re-routes to the IVR Platform or are new numbers that CenturyLink provisions on Customer's behalf. Customer's application can direct calls to be transferred to another telephone number or toll free number in the US including Alaska and Hawaii, Puerto Rico, and Canada.

**2.6.3 Minutes of Use Charges.** Customer will be billed minutes of use charges as set forth in the Pricing Attachment. The total number of minutes for each call will be calculated (a) from when a call first connects to Customer's IVR Application through the IVR Platform until the IVR Platform disconnects from the Customer's IVR Application; and (b) when a call is in network queue (applicable to ICP solutions only).

**2.6.4 Bridging.** Bridging provides the ability to keep the IVR Application active when a call is transferred to another location. Calls are considered bridged when the call is answered. A second port will be used to bridge the call and both ports will remain in the call flow for the duration of the bridged portion of the call.

**2.6.5 Customer Forecast.** Customer's IVR Order Form must include a Customer Forecast. The IVR Platform will support the maximum simultaneous calls defined in the Customer Forecast. If the maximum simultaneous calls exceed the Customer Forecast, the calls will not be processed, or callers may receive a fast busy signal until a port becomes available. The Customer Forecast will apply for each 12-month period during the Term of the Service, unless Customer notifies CenturyLink in writing of a change to the Customer Forecast. If Customer anticipates an increase of 25% or more in the Customer Forecast, Customer must notify their CenturyLink account team in writing at least 60 days prior to such increase and submit an order to increase maximum simultaneous call capacity. If CenturyLink determines, in its sole discretion, that it will be unable to provide sufficient capacity for such Customer Forecast increase, then CenturyLink will reject the requested increase and so notify Customer within 10 days of receipt of notice from Customer. CenturyLink will notify Customer when it has determined, in its sole discretion, the date on which it will be able to provide capacity for the Customer Forecast increase. The SLA will only apply to calls that do not exceed the last CenturyLink accepted Customer Forecast increase for the affected IVR.

**2.6.6 Reporting.** IVR Platform reporting is available in summary and detailed formats on a secure Web site that Customer accesses through a standard web browser with separately purchased Internet access. Data can be retrieved in various time increments up to the latest 12 months.

**2.6.7 Platform Upgrades.** CenturyLink is responsible for maintaining the IVR platform and network. Upgrades to the IVR platform and network may require changes or updates to Customer's application code. If Customer requests an upgrade prior to CenturyLink's scheduled release. Customer will be solely responsible for all charges associated with such updates to Customer's application code.

**2.6.8 CenturyLink Internet Port for IVR.** If Customer chooses to host the database, WAS or associated equipment outside of the CenturyLink IVR Application environment and uses CenturyLink IQ® Networking Internet Ports to connect their database, WAS or associated equipment with the IVR Platform, then notwithstanding any different CenturyLink IQ Networking terms and conditions, Customer agrees that (a) the CenturyLink IQ Networking Internet Ports used in connection with the IVR Services will be augmented with virtual private network software that limits the use of the CenturyLink IQ Networking Internet Port's two way transfer of data solely between the Customer premises and the IVR Platform; (b) CenturyLink IQ Networking Internet Port for IVR will consist of: (i) a dedicated, high-speed network connection between Customer's premises and the IVR Platform over CenturyLink's domestic (continental United States) IP network; and (ii) TCP/IP routing services, which will afford Customer IP connectivity solely between the Customer's premises and the IVR Platform; and (c) the CenturyLink IQ Networking Internet Port provided in connection with the IVR Services will not provide general access to the Internet.

**2.6.9 Customer Hosted Equipment.** If Customer is not using a CenturyLink IVR Application, Customer must provide all equipment necessary to maintain and operate the application services including but not limited to the WAS, database and all applicable software, including, without limitation, virtual private network software for the two way transfer of data between the Customer WAS environment and the CenturyLink IVR Platform. Upon request, CenturyLink will provide Customer recommended WAS and database configurations. Customer will be solely responsible for the installation, operation, maintenance, use and compatibility with the Service of any equipment or software not provided by CenturyLink. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service: (a) Customer will nonetheless be liable for payment for all Service provided by CenturyLink and (b) any service level agreement generally applicable to the IVR Platform or CenturyLink IQ Networking Internet Port will not apply.

**2.6.10 Export Administration.** Customer agrees to comply fully with all Export Laws to assure that no information, design, specification, instruction, software, data, or other material furnished by CenturyLink nor any direct product thereof, is: (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

**2.6.11 Compliance with Laws.**

**(a) General.** Customer must comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules and orders, as well as all industry standards, applicable to its use of the Service.

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**(b) Recording of Conversations.** CenturyLink's IVR offering is certified as a PCI compliant application. As such, CenturyLink requires that Customer not retain financial Personal Identification Number (PIN) or security code information beyond the completion of the active call in which it is communicated. Additionally, Customer agrees that it will comply with all federal and state laws regarding the recording of conversations, including Minnesota Revised Statute, § 325E.64. As a part of Customer's other indemnification obligations under the Agreement, Customer must defend and indemnify CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates; from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding stemming from or relating to Customer's recording of any aspect of a conversation that includes social security numbers or credit, debit or stored-value card numbers, or bank account information or its wrongful recording of associated PINs or security codes.

**2.7 SLA.** The IVR Platform and CenturyLink IVR Applications are subject to the SLA. The SLA does not apply to any other Service component. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink reserves the right to amend the SLA effective upon posting to the Web site or other notice to Customer. Only Eligible MRCs will be used in determining any SLA credits for such affected production IVR Virtual Ports in accordance with the SLA.

**3. Term.** This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled by either party with 60 days' prior written notice to the other party. The initial term for Service will conclude >>SELECT TERM LENGTH<< after the Service is first made available for use by Customer ("Initial Term"). Upon expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel the Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Term, Service is canceled by Customer for reasons other than Cause, or by CenturyLink for Cause, Customer will also pay to CenturyLink a Cancellation Charge equal to (a) 50% of the then current IVR Revenue Commitment multiplied by the number of Annual Periods, or portion thereof, remaining in the Term; (b) in addition, if applicable, 100% of the Dedicated IVR Application MRC specified in the SOW multiplied by the number of months remaining in the Term; and (c) if applicable, any Application Support Cancellation Charge. Upon cancellation or expiration of this Service Exhibit the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner the licensed materials, and each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control.

**4. Charges.** Charges for the Service are as set forth in the Pricing Attachment. CenturyLink will begin billing upon Acceptance of Service. The Net Rate MRCs and per call charges will be used to calculate Contributory Charges. The rate per minute for minutes of use of IVR Virtual Ports and Text to Speech Modules do not include Customer's charges for voice services used by Customer's callers to access the IVR Platform and to bridge to Customer's call center. Those voice services are offered under a separate agreement. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% 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>.

**4.1 IVR Revenue Commitment.** Customer's Designated Charges during each consecutive Annual Period of the Term must equal or exceed >>SELECT H-IVR REVENUE COMMITMENT LEVEL<< ("IVR Revenue Commitment"). Designated Charges will not include any other charges (e.g. Taxes or local loop charges). If Customer's Designated Charges hereunder for such Annual Period are less than the IVR Revenue Commitment, Customer will pay to CenturyLink: (a) all accrued but unpaid MRCs, NRCs, usage and other charges during such Annual Period; and (b) the difference between the Designated Charges during such Annual Period and the IVR Revenue Commitment for such Annual Period.

**5. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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**1. General; Definitions.** CenturyLink QCC will provide Hosted IVR Service (“IVR” or “Service”) under the terms of the Agreement and this Service Exhibit. Capitalized terms not defined herein are defined in the Agreement and any technical terms used herein will be defined as commonly understood in the industry.

“Acceptance” means Customer agrees that CenturyLink has provided the Final Deliverable and may begin billing for the Service, and Customer will pay for the Service.

“ACD” means Automatic Call Distribution.

“Application Incident” means a single support issue directly related to the programming or maintenance of an IVR application developed by CenturyLink or its agents, and the reasonable effort needed to resolve it.

“CenturyLink Content” means Newly-Developed Materials and Pre-Existing CenturyLink Materials.

“CenturyLink Content License” means a worldwide, non-exclusive, non-transferable license to use the object code form of the CenturyLink Content only as it is embedded, linked, bundled or otherwise made an essential and necessary part of the Work Product by CenturyLink, or is otherwise required to be used in connection with, the Work Product.

“CTI” means Computer Telephone Integration.

“Customer Content” means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes, or designs, whether or not reduced to practice and whether or not patentable supplied by Customer to CenturyLink.

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“Dedicated IVR Application” means CenturyLink owned, managed and monitored: (a) database servers; (b) load balancers; and (c) supporting network equipment that are shared with other CenturyLink IVR customers; and (d) a WAS that houses only Customer’s applications.

“Designated Charges” means MRCs, NRCs and per minute usage charges for (a) IVR Basic Components, IVR Application, and Application Services listed in the Pricing Attachment; (b) Basic Components in the IVR Carrier Neutral Option Addendum, if applicable; and (c) CenturyLink professional services purchased under a SOW.

“DTMF” means dual tone multi-frequency.

“Eligible MRCs” means MRCs for IVR Virtual Ports for DTMF and Speech Recognition, IVR Text to Speech Module, and IVR Speech Dialogue Module.

“Export Laws” means all relevant export laws and regulations of the United States.

“Final Deliverable” means CenturyLink has provided the final Work Product, and Customer has completed UAT.

“IVR Application” means a CenturyLink owned, monitored and managed: (a) WAS; (b) database servers; (c) load balancers; and (d) supporting network equipment that are shared with other CenturyLink IVR customer applications.

“IVR Platform” means CenturyLink’s IVR servers and network control servers that receive calls from Customer’s callers, process those calls and direct any outbound calls from the servers.

“Net Rate” is in lieu of all other rates, discounts, and promotions.

“Newly-Developed Materials” means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes or designs, whether or not reduced to practice and whether or not patentable, developed by CenturyLink in the performance of the Services (including, without limitation, the Voice XML or other formatting code, source code and object code of any software and the documentation related thereto, if any) and all modifications, enhancements or derivative works thereof.

“Pre-Existing CenturyLink Materials” means all pre-existing materials, creative content, tools, inventions, specifications, methodologies, processes or designs, whether or not reduced to practice and whether or not patentable, provided or used by CenturyLink in the performance of the Services (including, without limitation, all such Voice XML or other formatting code, source code and object code of any software owned or developed by CenturyLink prior to the effective date of this Service Exhibit) and all modifications, enhancements or derivative works thereof.

“Pricing Attachment” means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

“Renewal Term” means consecutive one year terms.

“SLA” means the IVR Platform Service Level Agreement posted at <http://www.centurylink.com/legal/docs/Hosted-IVR-SLA.pdf>.

“SOW” means the Statement of Work attached hereto or referenced in this Service Exhibit.

“Term” means the Initial Term and each Renewal Term.

“Third Party Materials” means third-party hardware or software components.

“UAT” means User Acceptance Testing.

“Virtual Port(s)” means the IVR ports available to support the transaction requests for customer specific applications. The virtual ports are allocated from the shared physical ports available within the IVR services platform.



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“WAS” means web application server.

“Work Product” means each product or item produced by CenturyLink by (a) linking or bundling any one or more of the following, (b) embedding any one or more of the following within any one or more of the following; or (c) otherwise making any one or more of the following a necessary and essential part of any one or more of the following: (i) the Newly-Developed Materials; (ii) the Pre-Existing CenturyLink Materials; (iii) the Customer Content; or (iv) any Third Party Materials.

**2. Service.** IVR is an interactive voice response and speech recognition platform that integrates with customer applications, developed using the industry standard Voice XML programming language.

**2.1 IVR Platform.** The Service includes a network-based platform service that allows businesses to create and operate advanced voice applications. The Service includes the following service components and will vary depending upon what Customer orders: IVR Virtual Ports with DTMF or speech recognition input collection capabilities, Overflow Protection Premium, capture of available ANI and DNIS information, audio playback of pre-recorded prompt messages to callers for scripting, transfer and bridge call functionality, support of enhanced XML instructions by the IVR Platform to drive the logic of Customer’s applications, text-to-speech for audio output, speech recognition dialog modules, call recording and storage, standalone CTI add-on, ACD Connect, and IVR Platform reporting. Customer must obtain or provide, at Customer’s expense, all communications services, Internet connectivity, hosting equipment (for Customer hosted applications only), and third party software necessary to access or integrate with the Services.

**2.2 Service Component Descriptions.**

**(a) Call Recording.** Call Recording allows inbound calls to Hosted IVR to be passed through a recording system to capture the IVR interaction with the customer. Recordings are stored for up to six months for retrieval.

**(b) Call Recording Storage.** Call Recording Storage provides storage of recorded calls beyond six months. Additional storage is provided in annual increments up to seven years.

**(c) ACD Connect.** ACD Connect is a feature available with Service that gives it the ability to communicate with a variety of PBX’s or ACD’s that sit on Customer’s premises. If Customer premises PBX or ACD is compatible, CenturyLink will provide the ACD Connect platform and software connectivity to communicate with Customer’s premises PBX or ACD.

**(d) CTI (Computer Telephony Integration).** This feature allows use of the CenturyLink CTI engine in conjunction with ACD Connect to deliver specific call related information to the agent computer screen simultaneously with the telephone call.

**2.3 IVR Application.** CenturyLink will host Customer’s IVR Application in a multi-tenant, hosted application environment. All rights in the IVR Application are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such IVR Application. Customer will not have any rights to access any IVR Application facilities or environment. Customer must purchase CenturyLink professional services under the SOW to develop and modify all applications to be installed in the IVR Application environment. The charges for such services are provided in the SOW. Customer will have the ability to securely upload specified data to the IVR Application environment in a method defined in the SOW.

**2.4 Dedicated IVR Application.** If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer’s IVR Application in the Dedicated IVR Application environment. All rights in the Dedicated IVR Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Dedicated IVR Application environment. Customer must purchase CenturyLink professional services under the SOW to develop all applications to be installed within the Dedicated IVR Application environment. The charges for such services are provided in the SOW. Customer will have the ability to securely upload and download specified data to the Dedicated IVR Application environment in a method defined in the SOW. Customer has the option to utilize an external data source. A secure connection will be required between the CenturyLink Dedicated IVR Application and Customer’s external data source as described in the CenturyLink Internet Port for IVR section below.

**2.5 IVR Application Services.** Customer may purchase the following IVR Application Services to assist Customer in the development and support of IVR applications:

**2.5.1 Custom Application.** At Customer’s request, CenturyLink will develop a custom IVR Application to Customer’s specifications. The details and charges for the custom IVR Application development are provided in the SOW. CenturyLink will: (a) perform the consulting, professional, technical, development and design services, or any combination thereof, described herein or in the SOWs; and (b) develop certain Work Product, if applicable and as specifically described in the applicable SOW, which will perform the functions or contain the attributes described herein or in the applicable SOW. Customer acknowledges that the successful and timely provision of Services and any applicable Work Product will require the good faith cooperation of Customer. Accordingly, Customer will fully cooperate with CenturyLink by, among other things: (c) providing CenturyLink with all information reasonably required in order to provision the proposed Services and Work Product, if applicable; and (d) making Customer personnel and appropriate development time on Customer’s systems available to CenturyLink, so as to permit CenturyLink to provide the Services and Work Product, as applicable, provided that the foregoing will be at such times so as not to unreasonably disrupt the conduct of Customer’s business. The Agreement and this Service Exhibit will also apply to and govern the rendering of all Services or Work Product produced in anticipation of and prior to the Agreement. If a conflict arises among the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.

**2.5.2 Custom Application Warranty.** CenturyLink represents and warrants that the IVR Application developed by CenturyLink or its agents will conform to the specifications in the SOW, and will be free from deficiencies and defects in materials, workmanship, design and performance for 30 days after Customer’s acceptance of the custom IVR Application (“30-Day Warranty Period”). Within the 30-Day Warranty Period, CenturyLink will provide application support as defined in the SOW.

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**2.5.3 Application Support.** Post production application support can be purchased for IVR Applications developed by CenturyLink or its agents, as defined and agreed to by the parties in the SOW. CenturyLink or its agents will provide technical assistance and professional services for Application Incidents on IVR Applications outside of the 30-Day Warranty Period. Customer must provide CenturyLink access to any Customer provided WAS where the CenturyLink IVR Application may reside. If CenturyLink spends time isolating problems to an IVR Application that has been modified by Customer, its agents, representatives, or any third party; (a) application support may not apply; and (b) Customer may be charged for such effort at the IVR Application Support Services Hourly Rate.

**2.6. Service Conditions.** The following conditions apply to the Service:

**2.6.1 Ownership; Grant of License.**

**(a) Customer Content.** Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to CenturyLink a Customer Content License. As a part of Customer's other indemnification obligations under the Agreement, Customer hereby indemnifies and will defend and hold harmless CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding arising out of or relating to the ownership in or the use or exploitation of the Customer Content by CenturyLink, including, without limitation, any claim relating to the violation of any third party's trademark, copyright, patent, trade secret or other proprietary or personal right(s).

**(b) CenturyLink Content.** Any: (i) Newly-Developed Materials; and (ii) Pre-Existing CenturyLink Materials will be the sole and exclusive property of CenturyLink. All rights in and related to the CenturyLink Content, including, without limitation, copyrights, trademarks, trade secrets, patents (including, without limitation, the right to obtain and to own all worldwide intellectual property rights in and to the subject matter embodied by or contained in the Work Product), and all other intellectual property rights or proprietary rights in and related to such CenturyLink Content, are hereby exclusively reserved by CenturyLink. It is expressly understood that, other than expressly provided in this Service Exhibit, no right or title to or ownership of the CenturyLink Content is transferred or granted to Customer under this Agreement.

**(c) Content Licenses.** Subject to the terms and conditions of the Agreement and this Service Exhibit, including, without limitation, upon payment in full by Customer of all Service charges, CenturyLink hereby grants to Customer during the term of this Service Exhibit a CenturyLink Content License. Customer will not have the right to license, sublicense or otherwise transfer to others the right to use the Work Product or the CenturyLink Content. Any right not expressly granted by the CenturyLink Content License hereunder is hereby expressly reserved by CenturyLink.

**(d) Third Party Materials.** The Services may be in support of, or the Work Product may contain, certain Third Party Materials including, without limitation, speech recognition functionality. All right, title and interest in the Third Party Materials, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are exclusively reserved by CenturyLink, CenturyLink's licensors and the licensor's suppliers. No right, title or ownership of or related to the Third Party Materials is or will be transferred to Customer under this Service Exhibit except to the extent a manufacturer or licensor permits the pass-through and assignment of license rights. In such cases, CenturyLink will pass-through and assign to Customer all applicable license rights permitted by the manufacturer or licensor of the applicable Third Party Materials. Any costs of such assignment will be borne by Customer. CenturyLink makes no warranties and will have no responsibility whatsoever, including any obligation to indemnify, as to Third Party Materials. A breach of such license by Customer will be a breach of the Agreement.

**(e) ACD Connect.** Software connectivity will not be customized for Customer and no code changes are permitted. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or improperly installing, modifying, or administering the Customer premises ACD.

**(f) Restrictions on Use.** Customer is expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents and representatives or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the CenturyLink Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the CenturyLink Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing, sublicensing, copying, marketing or distributing the CenturyLink Content or Third Party Materials; (iv) knowingly taking any action that would cause any CenturyLink Content or Third Party Materials to be placed in the public domain; (v) distributing any batch or off-line processing of content using the CenturyLink Content or Third Party Materials; or (vi) use any speech data files delivered by CenturyLink except in connection with the CenturyLink Content or Third Party Materials. The CenturyLink Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries, and embody valuable confidential and trade secret information of CenturyLink, CenturyLink's licensor and its suppliers. Customer will hold the CenturyLink Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Exhibit. Customer agrees that the licensor of Third Party Materials and its suppliers are intended third party beneficiaries of the provisions in this "Restrictions on Use" section. This provision will survive termination of this Service Exhibit or the Agreement.

**(g) Residual Rights in CenturyLink Know-How.** Subject to CenturyLink's confidentiality obligations set forth in the Agreement, nothing herein will be deemed to limit CenturyLink's right to use the ideas, concepts, processes, techniques, expertise and know-how retained in the unaided memory of CenturyLink as a result of its performance of the Services hereunder.

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**2.6.2 Voice Services.** Customer must purchase, under separate terms and conditions, the voice service used in connection with the Service. IVR supports CenturyLink toll free services and CenturyLink SIP Trunk to carry voice traffic into the IVR Platform. These numbers can either be existing numbers that CenturyLink re-routes to the IVR Platform or are new numbers that CenturyLink provisions on Customer's behalf. Customer's application can direct calls to be transferred to another telephone number or toll free number in the US including Alaska and Hawaii, Puerto Rico, and Canada.

**2.6.3 Ports.** Customer may order a specific number of Virtual Ports to be allocated to its inbound or outbound call traffic. Those ports represent the total number of simultaneous network ports of the IVR Platform that can be allocated for a particular Customer's call traffic at a given time.

**2.6.4 Bridging.** Bridging provides the ability to keep the IVR Application active when a call is transferred to another location. Calls are considered bridged when the call is answered. A second Virtual Port will be used to bridge the call and both Virtual Ports will remain in the call flow for the duration of the bridged portion of the call. Bridging may be purchased on a flat rate basis with bridging Virtual Ports or on a usage basis with standard Virtual Ports.

**2.6.5 Overflow Protection Premium.** "Overflow Protection Premium" allows Customer's call traffic to exceed the total number of Virtual Ports of each type purchased (speech recognition or DTMF) by at least 25% additional port capacity at any given time. CenturyLink will make commercially reasonable efforts to process such calls at the rate set forth in the Pricing Attachment. The SLA will not apply to Overflow Protection Premium. Customers wanting to limit the number of simultaneous calls to a specific number can indicate so on the IVR Order Form.

**2.6.6 Reporting.** IVR Platform reporting is available in summary and detailed formats on a secure Web site that Customer accesses through a standard web browser with separately purchased Internet access. Data can be retrieved in various time increments up to the latest 12 months.

**2.6.7 Platform Upgrades.** CenturyLink is responsible for maintaining the IVR platform and network. Upgrades to the IVR platform and network may require changes or updates to Customer's application code. If Customer requests an upgrade prior to CenturyLink's scheduled release, Customer will be solely responsible for all charges associated with such updates to Customer's application code.

**2.6.8 CenturyLink Internet Port for IVR.** If Customer chooses to host the database, WAS or associated equipment outside of the CenturyLink IVR Application environment and uses CenturyLink IQ® Networking Internet Ports to connect their database, WAS or associated equipment with the IVR Platform, then notwithstanding any different CenturyLink IQ Networking terms and conditions, Customer agrees that (a) the CenturyLink IQ Networking Internet Ports used in connection with the IVR Services will be augmented with virtual private network software that limits the use of the CenturyLink IQ Networking Internet Port's two way transfer of data solely between the Customer premises and the IVR Platform; (b) CenturyLink IQ Networking Internet Port for IVR will consist of: (i) a dedicated, high-speed network connection between Customer's premises and the IVR Platform over CenturyLink's domestic (continental United States) IP network; and (ii) TCP/IP routing services, which will afford Customer IP connectivity solely between the Customer's premises and the IVR Platform; and (c) the CenturyLink IQ Networking Internet Port provided in connection with the IVR Services will not provide general access to the Internet.

**2.6.9 Customer Hosted Equipment.** If Customer is not using a CenturyLink IVR Application, Customer must provide all equipment necessary to maintain and operate the application services including but not limited to the WAS, database and all applicable software, including, without limitation, virtual private network software for the two way transfer of data between the Customer WAS environment and the CenturyLink IVR Platform. Upon request, CenturyLink will provide Customer recommended WAS and database configurations. Customer will be solely responsible for the installation, operation, maintenance, use and compatibility with the Service of any equipment or software not provided by CenturyLink. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service: (a) Customer will nonetheless be liable for payment for all Service provided by CenturyLink and (b) any service level agreement generally applicable to the IVR Platform or CenturyLink IQ Networking Internet Port will not apply.

**2.6.10 Export Administration.** Customer agrees to comply fully with all Export Laws to assure that no information, design, specification, instruction, software, data, or other material furnished by CenturyLink nor any direct product thereof, is: (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

**2.6.11 Compliance with Laws.**

**(a) General.** Customer must comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules and orders, as well as all industry standards, applicable to its use of the Service.

**(b) Recording of Conversations.** CenturyLink's IVR offering is certified as a PCI compliant application. As such, CenturyLink requires that Customer not retain financial Personal Identification Number (PIN) or security code information beyond the completion of the active call in which it is communicated. Additionally, Customer agrees that it will comply with all federal and state laws regarding the recording of conversations, including Minnesota Revised Statute, § 325E.64. As a part of Customer's other indemnification obligations under the Agreement, Customer must defend and indemnify CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates; from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding stemming from or relating to Customer's recording of any aspect of a conversation that includes social security numbers or credit, debit or stored-value card numbers, or bank account information or its wrongful recording of associated PINs or security codes.

**2.7 SLA.** The IVR Platform and CenturyLink IVR Applications are subject to the SLA. The SLA does not apply to any other Service component. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind

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whatsoever for the Service. CenturyLink reserves the right to amend the SLA effective upon posting to the Web site or other notice to Customer. Only Eligible MRCs will be used in determining any SLA credits for such affected production IVR Virtual Ports in accordance with the SLA.

**3. Term.** This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled by either party with 60 days' prior written notice to the other party. The initial term for Service will conclude >>SELECT TERM LENGTH<< after the Service is first made available for use by Customer ("Initial Term"). Upon expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel the Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Term, Service is canceled by Customer for reasons other than Cause, or by CenturyLink for Cause, Customer will also pay to CenturyLink a Cancellation Charge equal to (a) 50% of the then current IVR Revenue Commitment multiplied by the number of months, or portion thereof, remaining in the Term; (b) in addition, if applicable, 100% of the Dedicated IVR Application MRC specified in the SOW multiplied by the number of months remaining in the Term; and (c) if applicable, any Application Support Cancellation Charge. Upon cancellation or expiration of this Service Exhibit the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner the licensed materials, and each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control.

**4. Charges.** Charges for the Service are as set forth in the Pricing Attachment. CenturyLink will begin billing upon Acceptance of Service. The Net Rate MRCs and per call charges will be used to calculate Contributory Charges. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% 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>.

**4.1 IVR Revenue Commitment.** After the third month of the Initial Term, as defined in the Term Section of this Service Exhibit, Customer's Designated Charges during each consecutive month of the Term must equal or exceed >>SELECT REVENUE COMMITMENT LEVEL<< ("IVR Revenue Commitment"). Designated Charges will not include any other charges (e.g. Taxes or local loop charges). If during any month after the third month of the Term, Customer's Designated Charges hereunder for such month are less than the IVR Revenue Commitment, Customer will pay to CenturyLink: (a) all accrued but unpaid MRCs, NRCs, usage and other charges during such month and (b) the difference between the Designated Charges during such month and the IVR Revenue Commitment for such month.

**5. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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**1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink® Hosted VoIP (“Hosted VoIP”) and CenturyLink IQ® SIP Trunk (“SIP Trunk”) (collectively, “Service”) under the terms of the Agreement and this Service Exhibit.

“Administrator Portal” enables the Customer administrator to: (a) set up end users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

“Alien TN” means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.

“Analog Terminal Adapter” or “ATA” means converts a VoIP signal to analog signaling to use existing analog devices such as telephones or fax machines.

“ANI” means automatic number identification.

“Approved Connectivity” means a new or existing CenturyLink IQ® Networking port or Data Bundle solution provided by CenturyLink, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink’s Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

“Approved CPE” means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the “Customer-Owned CPE” section of this Service Exhibit will apply.

“Calling Party Number” (CPN) means the originating party’s telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

“Customer Environment” means Customer’s data network/equipment and premises environment.

“Enterprise Trunk” means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.

“EULA” means an end user license agreement for software of CenturyLink or a third-party provider. Customer end users must accept a EULA before downloading certain software for use with the Service.

“Initial Term” is the term of the Service as shown in the Pricing Attachment.

“IP” means Internet Protocol.

“IP Device” means IP-enabled handsets, expansion modules and ATAs approved by CenturyLink for use with the Service.

“ISS” means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf) and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

“MATR” means minimum average time requirement.

“Minimum Service Term” is six months from the Service Commencement Date.

“Net Rates” are in lieu of all other rates, offers, discounts, and promotions.

“Off-Net Calls” means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

“On-Net Calls” means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier’s IP network.

“Ported TN” means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

“PPU” means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

“Pricing Attachment” means a document containing rates specific to Service and is incorporated by reference and made a part of this Service Exhibit.

“PSAP” means public safety answering point.

“PSTN” means public switched telephone network.

“QoS” means Quality of Service.

“Rate Sheet” means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf> and (b) for IQ SIP Trunk Service the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. The Rate Sheet includes additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheet is incorporated herein by reference.

“Rate Sheet” means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv2.pdf> and (b) for IQ SIP Trunk Service the document located at

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<http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv2.pdf>. The Rate Sheet includes additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheet is incorporated herein by reference.

“Remote BLA” means remote bridged line appearance.

“Remote SCA” means remote shared call appearance.

“Renewal Term” means renewal periods equal to 12 months that commence once the Initial Term is complete.

“RSS” means the International Rates and Services Schedule which can be found at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) and which is subject to change. The RSS contains provisions relating to international toll free service.

“Session” means a single unit of simultaneous call capacity.

“SIP” means Session Initiation Protocol.

“SIP Trunk Diversion Header” means a header used to support PSTN redirecting services such as Call Forwarding.

“SLAs” means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

“Soft Phone” means software for an IP-enabled device that allows Customer’s end users to use the Service to make and receive calls on that device.

“Switch” means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

“Term” means Initial Term and each Renewal Term.

“Trunk Group” means a group of Sessions used for local or usage-based voice services.

## **2. Service.**

**2.1 Description.** Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the “Hosted VoIP Service” sub-section. Features and options available only with SIP Trunk are listed in the “SIP Trunk” sub-section. Features and options available with both Services are listed in the “Common Features” sub-section. Each Hosted VoIP and SIP Trunk seat includes one telephone number (“TN”).

**(a) Hosted VoIP Service.** Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for Switch rental and maintenance. Subject to connectivity and Approved CPE limits, Customer may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

**(i) Hosted VoIP Basic Seats.** Basic seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific end user. Basic seats include: the ability to make On-Net and Off-Net Calls, an end user Portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependent on IP handset model or Soft Phone software and a telephone number. Basic seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink sales representative. The end user Portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Customer administrator functionality, including the ability to set up end users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

**(ii) Hosted VoIP Standard Seats.** Standard seats are designed to address a company’s standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include the features listed for basic seats above, plus a standard feature package and voicemail.

**(iii) Hosted VoIP Conference Room Seats.** Conference room seats have the same features as a standard seat and are tailored for the purpose of attaching a conference room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference room seats do not include voice mail.

**(iv) Hosted VoIP Premium Seats.** Premium seats are designed to fit the needs of the majority of a company’s professional employees. Premium seats provide end users with advanced IP phone features as well as premium phone and soft client access. Premium seats include the features listed for basic and standard seats above, plus an advanced feature package and mobility options.

**(v) Hosted VoIP Basic Cordless Seats.** Basic Cordless seats support the same features as a basic seat and are intended for use by Customer end users needing a certified cordless IP handset. Basic Cordless seats may include an IP Cordless Base Station depending on the model selected.

**(vi) Hosted VoIP Standard Cordless Seats.** Standard Cordless seats support the same features as a standard seat and are intended for use by Customer end users needing a certified cordless IP handset. Standard Cordless seats may include an IP Cordless Base Station depending on the model selected.

**(vii) Hosted VoIP Premium Cordless Seats.** Premium Cordless seats support the same features as a premium seat and are intended for use by Customer end users needing a certified cordless IP handset. Premium Cordless seats may include an IP Cordless Base Station depending on the model selected.

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**(v) Hosted VoIP Receptionist Seats.** Receptionist seats have the same features as a premium seat and are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Receptionist seats may either use IP phones with up to three side car modules to expand the call appearance capacity, or a receptionist web console. Additional charges apply for side car modules and the receptionist web console. The receptionist web console window is integrated with the platform, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

**(vi) Hosted VoIP Admin Seats.** Admin seats are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Admin seats may either use IP phones with one side car module to expand the call appearance capacity, or a receptionist web console. An additional charge applies for the receptionist web console. The receptionist web console window is integrated with the platform, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

**(vii) Hosted VoIP Analog Seats.** An analog seat includes an ATA as part of the monthly recurring price. This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Customer's premises. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as premium seats, except for the associated physical device.

**(viii) Hosted VoIP Spare Device.** A spare device is a secondary IP Device that (a) Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) is in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that end users understand the 911 requirements if the end user uses a spare device in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

**(ix) Hosted VoIP Additional Device.** An additional device is another IP Device that allows for the duplication of standard key system features where TNs are shared across many IP devices. Customer must ensure that end users understand the 911 requirements if the end user uses an additional device in another location. An additional charge applies for each additional device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

**(b) SIP Trunk.** SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long distance, and toll free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions and at least one seat with the Service. Features listed in this section (b) are only available with SIP Trunk.

**(i) Standard SIP Trunk Sessions.** Standard SIP Trunk Sessions include the ability to make On-Net and Off-Net calls and terminate toll free calls, access to the end user portal and Administrator Portal, Session pooling, failover, call logs, third party voice mail support, intercept user, phone status monitoring, and other features. Standard SIP Trunk Sessions support Session pooling and failover and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

**(ii) Enterprise SIP Trunk Sessions.** Enterprise SIP Trunk Sessions include features included in standard SIP Trunk Sessions plus Enterprise Trunking and homing to geo diverse session border controllers. Enterprise SIP Trunk Sessions also support Session pooling and failover and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

**(iii) Premium Enterprise SIP Trunk Sessions.** Premium Enterprise SIP Trunk Sessions include all the benefits of Enterprise SIP Trunk Sessions and add Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption which is built on top of the current CenturyLink IQ SIP Trunk product. Secure Enterprise SIP Trunk Sessions are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet. When elected, 100% of all sessions on the enterprise are provisioned with this feature.

**(iv) Optional SIP Trunk Features.** The optional features listed in this section are available for an additional charge only with SIP Trunk.

**(1) SIP Trunk Standard Seats.** SIP Trunk standard seats are for use with standard SIP Trunk Sessions and Enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include a standard feature package.

**(2) SIP Trunk Premium Seats.** SIP Trunk premium seats are for use with any type of SIP Trunk Session. SIP Trunk premium seats are designed to fit the needs of most of a company's professional employees. They provide end users with advanced IP phone features and they support inbound anywhere functionality and Soft Phone access.

**(3) SIP Trunk Mobility Seats.** SIP Trunk mobility seats are for use with any type of SIP Trunk Session. A SIP Trunk mobility seat includes standard SIP Trunk features, and it supports inbound anywhere functionality and Soft Phone.

**(4) Enhanced 911 Service.** Enhanced 911 Service provides Customer the option to have an E911 service address per telephone number. Without this option, 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual end user location.



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- (5) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.
- (6) **Session Border Controller (SBC).** SBC software enables an approved CenturyLink certified class of Adtran routers/IADs to authenticate to our IQ SIP Trunk network in a single piece of CPE. Each software package denotes the maximum number of sessions that can be authenticated.
- (7) **CTAC Customer Support.** “CTAC Customer Support” is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ® SIP Trunk Service and is subject to availability. “CTAC” means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the type of equipment, maintenance plans, and CenturyLink’s approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.
- (c) **Common Features.** Customer may purchase the following optional features and services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the end user and does not depend on the end user’s physical location.
- (i) **Hunt Groups.** An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.
- (ii) **Auto Attendant.** An additional MRC and NRC apply for each auto attendant.
- (iii) **Voice Mail Only Seats.** Customer may purchase optional voice mail only seats at the MRC shown on the Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.
- (iv) **Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone to activate 2-8 analog ports on an ATA or with Business Communicator only users. Virtual seats have the same features as Hosted VoIP or SIP Trunk premium seats, except for the associated physical device.
- (v) **Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.
- (vi) **Anywhere TNs.** Customer can order optional anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk premium seats and with SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.
- (vii) **Alternate TNs.** An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs are may be used for incoming calls only.
- (viii) **Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic Hosted VoIP seat MRCs, and in the standard and enterprise SIP Trunk Session MRCs.
- (ix) **Off-Net Outbound Long Distance Calls.** Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the “Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing” section on the applicable Rate Sheet, offer attachment or rate addendum (the “LD/TF Offer”). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a quote, Order Form, offer attachment, or rate addendum, those negotiated rates will apply to SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer. Additional per minute charges apply to each Off-Net Call leg of a conference call.
- (x) **Toll Free Calls.** Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the “Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing” section on the applicable Rate Sheet, offer attachment or rate addendum (the “LD/TF Offer”). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a quote, Order Form, offer attachment or rate addendum, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer.
- (xi) **Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: [http://www.centurylink.com/tariffs/fcc\\_clc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf).

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- (xii) **Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.
- (xiii) **Directory Assistance.** A flat per call charge applies to directory assistance.
- (xiv) **Receptionist Web Console.** Receptionist web console is a web-based application that provides receptionist console capabilities for Service on a Customer PC. An additional MRC applies for each receptionist web console.
- (xv) **Desktop/Mobile Soft Phones.** Desktop and mobile Soft Phones are Internet-based software that allow Customer end users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer end users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with standard or premium seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with premium or mobility seats.
- (xvi) **PAC/VPAC.** PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.
- (xvii) **Voicemail Transcription.** The voicemail transcription feature transcribes a voicemail into text that is delivered via email. The quality of transcripts varies and in certain cases this feature may not be available. An additional charge applies.
- (xviii) **IP Failover.** IP failover is an optional feature where the Approved CPE router is configured with the ability to route Internet and VoIP traffic to another network in the event the primary Internet connection is interrupted. IP failover is an optional feature at an additional charge. Customer is not entitled to any SLA remedies for periods when IP failover is in effect. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services. Customer will notify its end users of these additional limitations.
- (A) **IP Failover Standard.** IP failover standard allows Customer to bring its own secondary Internet connection to use for failover scenarios. The secondary Internet connection must have a public IP address and not be restricted by a firewall or other type of device. Customer acknowledges that it might experience several minutes of network downtime while the transition from one network to the other takes place. The secondary Internet connection is not included in the IP failover charge. If the failover connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services.
- (xix) **Secure SIP (Hosted VoIP)** – Secure SIP is a Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption is built on top of the current CenturyLink Hosted Trunk product. TLS / SRTP will be activated based on an Add-On Feature attributed to the customer end point device (i.e. – phone or Business Communicator client). There will be no TLS / SRTP supported in the CenturyLink core. All CenturyLink portal and back end network and provisioning systems will be the same as unencrypted traffic. Special configurations will be created in the CenturyLink SBCs to support encryption and delivered to the customers end point devices. Secure SIP has an additional MRC per end user. For Secure SIP only, "end user" is defined as an eligible, approved end point with a MAC address, or registered standalone Business Communicator client sold with a virtual seat.
- (xx) **Contact Center Groups.** A contact center group (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to end users within a contact center group. Contact center groups can be added through the Administrator Portal at no additional charge but they require a dedicated telephone number (which is an available TN) for inbound calls. There are two levels of contact center groups: basic and standard. Customer must ensure that the MCC (Maximum Concurrent Calls) settings for that site has an adequate setting to accommodate the contact center group. Each concurrent call in queue and on a physical device associated with that site consumes a call path from the MCC setting. If the MCC is not set to an adequate amount, the maximum number of calls queued may not be realized.
- (A) **Contact Center Basic Group.** Only end users with a contact center basic seat or contact center standard seat can be added to a contact center basic group. A contact center basic group does not include supervisor seat functionality, end user login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a contact center basic group.
- (B) **Contact Center Standard Group.** Only end users with a contact center standard seat or a contact center supervisor seat can be added to a contact center standard group. A contact center standard group includes end user log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a contact center standard group.
- (xxi) **Contact Center Basic Seat.** A contact center basic seat allows end users to be assigned to a contact center basic group. Contact center basic seats include the same features as a premium seat. There are no login or logout capabilities.
- (xxii) **Contact Center Standard Seat.** A contact center standard seat allows end users to be assigned to a contact center standard group. Contact center standard seats include the same features as a premium seat. End users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.
- (xxiii) **Contact Center Supervisor Seat.** A contact center supervisor seat allows end users to be assigned to a contact center standard group. Contact center supervisor seats include the same features as a premium seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue,

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and monitor calls via the included web client. Contact center supervisor seats can also monitor contact center standard groups and contact center standard seats.

**(xxiv) Custom Seat.** Custom seat will allow Customer to bring its own Soft Phone and non-phone end point devices (i.e. SIP based overhead paging unit, doorbell or notification lamp.) for use with the seat. The seat must be configured by CenturyLink and then Customer must manually configure and provision the Soft Phone and end point devices with CenturyLink provided authentication credentials. Customer's Soft Phone and end point devices are not certified for use with CenturyLink Service and therefore some features may not work. CenturyLink does not offer configuration support when Customer utilizes its own 3<sup>rd</sup> party Soft Phone and end point devices. Custom seats include the same features offered with a Hosted VoIP or IQ SIP premium seats and is not associated with a SIP Trunk group.

**(xxv) Call Recording Components.** Call Recording is a cloud-based component that integrates seamlessly with the Service. Recordings will be stored on CenturyLink servers for the selected storage time period. During that time, recordings can be played directly from the administrative portal or downloaded for playback and storage. All seats within the same group must have the same call recording add-on.

**(A) Call Recording Basic.** Call recording basic add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 7 days. The maximum recording storage for a call recording basic user is 56 hours for the given 7 day period.

**(B) Call Recording Standard.** Call recording standard add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 30 days. The maximum recording storage for a call recording standard user is 240 hours for the given 30 day period.

**(C) Call Recording Premium.** Call recording premium add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 1 year. The maximum recording storage for a call recording premium user is 2,920 hours for the given 1 year period.

**(D) Compliance.** Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

**2.2. Service Conditions.** The following conditions apply to the Service:

**(a) Site Conditions.** Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

**(b) Access.** Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (if Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (if installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

**(c) Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

**(i) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and IQ SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.

**(ii) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**(iii) Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-

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completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days' notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**(iv) International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

**(d) Connectivity and CPE.** Except for IP handsets, which can be included with Hosted VoIP Service, Customer must purchase connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

**(e) Queuing Method.** Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.

**(f) Customer-Owned CPE.** Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. Unless stated otherwise, all Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

**(g) Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**(h) Unsupported Calls.** The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the end user Portal is used. The Services do not support Remote BLAs or Remote SCAs for SIP Trunk. Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with SIP Trunk.

**(i) Area of use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the Customer's Registered Location. If Customer or an end user tries to use the Service (i) at a location other than a Registered Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service*).

**(j) Use of Service at a Temporary Location.** This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Customer purchases the 911 Emergency Service optional feature with SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the *My 911 Location* page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last

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Registered Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**(k) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service may not be used by Customer (a) to provide voice content related services such as chat lines; (b) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (c) in connection with call center applications, and (d) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Exhibit is a "Non-Conforming Use". In addition to CenturyLink's other default rights, in the event of a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which CenturyLink would have applied for Non-Conforming Use. In addition, if in CenturyLink's reasonable judgment (y) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (z) Customer is using the Service for Non-Conforming Uses, CenturyLink may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by CenturyLink, CenturyLink reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term. Customer will indemnify CenturyLink from any claims arising as a result of any Non-Conforming Use.

**(l) Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

**(m) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, end users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, end users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.

**(n) Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**(o) Telephone Numbers.** Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Service Commencement Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**(p) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

**(q) Local Origination.** Customer agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

**(r) Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance.



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**(s) End User License Agreements.** To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its end users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its end users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer end user must not use the third-party software client to dial 911 except from that end user's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its end users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>. That URL is also found on the Help screen in the end user portal. It is also recommended that Customer and its end users maintain alternative access to 911 services.

**(t) Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

**(u) Ancillary Device PCI Compliance.** Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

**(v) Security.** CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary.

**2.3 SLA.** Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Switches, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

**3. Access to Emergency Response Services.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.**

**3.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to CenturyLink (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain CenturyLink's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by CenturyLink. Customer understands that Registered Location updates do not occur immediately. CenturyLink will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. CenturyLink specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *CenturyLink will provide labels that indicate that the emergency response services have limited*

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availability and functionality when used with Service, and CenturyLink recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>. **Effective upon posting, CenturyLink may modify the Emergency Calling limitations or requirements provided in the Advisory if in CenturyLink's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.** Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

**3.2 Limitation of Liability.**

(a) CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO CENTURYLINK'S APPROVAL OF THE REGISTERED LOCATION).

(b) CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

**3.3 Acknowledgement of 911 Limitations.** *By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.*

**PRINT CUSTOMER NAME:** \_\_\_\_\_

**PRINT CUSTOMER REPRESENTATIVE'S NAME:** \_\_\_\_\_

**CUSTOMER REPRESENTATIVE'S INITIALS:** \_\_\_\_\_

**4. Term; Cancellation.** This Service Exhibit will commence upon the Service Commencement Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Service Commencement Date) and continue for the duration of the Term. Service at a Customer location will commence on the Service Commencement Date for that location and continue for the Initial Term shown in the Pricing Attachment. The Service Commencement Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Service Commencement Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its end users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that (a) the total MRC for Customer's Hosted VoIP installed at the end of a month is less than 90% of the total MRC for Customer's Hosted VoIP installed the immediately preceding month; (b) Customer removes more than 60% of the existing Hosted VoIP before at least 75% of the Service Term is complete; or (c) the total MRC for Customer's SIP Trunk installed at the end of a month is at least 25% less than the total MRC for SIP Trunk installed the immediately preceding month; then Customer will also pay to CenturyLink a Cancellation Charge equal to: the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).



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**5. Charges.** Charges for the Service are as set forth in the Pricing Attachment, Order Form, a signed CenturyLink issued quote and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Service Commencement Date, the parties will either sign an amendment adding pricing for the new Service elements, or Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The Net Rates will be used to calculate Contributory Charges. Charges will commence within five days of the Service Commencement Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the primary location where Customer utilizes Service, and not on a temporary Registered Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer).

**6. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, websites, and products.

**7. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

**8. Service Upgrades/MACDs.** CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

**8.1 Addition of Hosted VoIP Seats or SIP Sessions During Term.** Customer may add additional Hosted VoIP seats or SIP Trunk Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session rates shown in the Pricing Attachment or Rate Sheet will apply. If Customer adds more seats per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk seat will have its own Minimum Service Term commencing on the Service Commencement Date for the seat. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk Sessions added during the Term.

**8.2 MACDs.** "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheet. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location and will be at CenturyLink's then-current rates for on-site dispatch.

**8.3 Switches.** If necessary, Customer's existing Switch(es) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Switch(es) associated with Customer's Service must be returned to CenturyLink within 15 days of new Switch installation. If the Switch(es) are not returned, Customer must pay to CenturyLink a charge for non-return of the Switch(es) as indicated in the "Rental CPE" section below.

**9. Rental CPE.**

**9.1 General.** CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

**9.2 Eligibility.** In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

**9.3 Delivery; Return.** Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Service Commencement Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

**9.4 Ownership and Use.** Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

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**9.5 Software License.** Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**9.6 Insurance.** At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

**9.7 Charges.** The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Service Commencement Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

**9.8 CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

**9.9 Term.** CPE and Service ordered during a Term will commence on the Service Commencement Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

**9.10 Safety Compliance.** Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

**9.11 Switches.** Switch rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service and renting Switches from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Switches for use with Service, the MRC for Switch rental and maintenance is not included in the seat MRC and will be shown in a separate Rental CPE Rate Attachment or the Rate Sheet. The Switches provided with Service vary depending on the port speed and number of seats Customer orders for a location.

**9.12 Maintenance and Configuration Changes.** CenturyLink will perform all maintenance and configuration of any Rental CPE Switches, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for ProMET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for ProMET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Switches maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Switches maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

**9.13 Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

**9.14 Cordless IP Handsets.** Customer is responsible for providing all replacement batteries for cordless IP handsets during the CPE Term and all month to month renewals.

**10. Alternate Carrier Connectivity.** This section applies if Customer purchases connectivity (Internet access / local access) from a carrier other than CenturyLink ("Alternate Carrier") instead of purchasing Approved Connectivity.

**10.1 CenturyLink Responsibilities.** Customer agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:

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- (a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.
- (b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.
- (c) Customer is not required to use network equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations. Notwithstanding the forgoing, Hosted VoIP IP phones must be on the CenturyLink Approved CPE list to be used with the Service.
- (d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier

**10.2 Customer Responsibilities.**

- (a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.
- (b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.
- (c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

**10.3 Additional Service Limitations, including 911 Calling.** The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its end users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services.

**11. Other Terms.**

**11.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**11.2 Cancellation and Termination Charges.** This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

**11.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

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**11.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**11.5 Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

**11.6 Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

**11.7 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**11.8 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

**11.9 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, 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 is incidental to CenturyLink's provision of Service and not meant for accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**11.10 Fees.** Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% 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>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

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**ATTACHMENT A  
WARNING LABELS (US)**

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

1. Your broadband/interconnect connection has failed or is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

4. Your broadband/interconnect connection has failed or is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

7. Your broadband/interconnect connection has failed or is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

10. Your broadband/interconnect connection has failed or is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

13. Your broadband/interconnect connection has failed or is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

16. Your broadband/interconnect connection has failed or is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

19. Your broadband/interconnect connection has failed or is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

22. Your broadband/interconnect connection has failed or is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**

**E911 Service May be Limited or Not Available**

Emergency Calling Service/E911 will not be available if

25. Your broadband/interconnect connection has failed or is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**CENTURYLINK® INTERACTION ROUTING  
SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink QCC will provide Interaction Routing (“Interaction Routing” or “Service”) under the terms of the Agreement and this Service Exhibit. Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement and any technical terms used herein will be defined as commonly understood in the industry.

“CenturyLink Contact Center” means the CenturyLink services offered under the CenturyLink Contact Center Solutions family of services.

“CenturyLink Content” means Newly-Developed Materials and Pre-Existing CenturyLink Materials.

“CenturyLink Content License” means a worldwide, non-exclusive, non-transferable license to use the object code form of the CenturyLink Content only as it is embedded, linked, bundled or otherwise made an essential and necessary part of the Work Product by CenturyLink, or is otherwise required to be used in connection with, the Work Product.

“Concurrent Agent” means agents or supervisors who are simultaneously logged into the Interaction Routing system and available to take or handle customer inquiries or calls (inbound, outbound, or multi-media/web). The number of Concurrent Agents will be determined by Customer and recorded on the Order Form. Agent MRCs will be based on Concurrent Agents and not registered agents to the system.

“CTI” means Computer Telephone Integration.

“Customer Content” means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes or designs, whether reduced to practice and whether patentable supplied by Customer to CenturyLink in connection with this Service Exhibit.

“Customer Content License” means a worldwide, non-exclusive, fully paid-up license to use, copy, and host the Customer Content only as reasonably necessary to perform the Services for Customer.

“Export Laws” means all relevant export laws and regulations of the United States.

“Newly-Developed Materials” means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes or designs, whether or not reduced to practice and whether or not patentable, developed by CenturyLink in the performance of the Services (including, without limitation, formatting code, source code and object code of any software and the documentation related thereto, if any) and all modifications, enhancements or derivative works thereof.

“Pre-Existing CenturyLink Materials” means all pre-existing materials, creative content, tools, inventions, specifications, methodologies, processes or designs, whether or not reduced to practice and whether or not patentable, provided or used by CenturyLink in the performance of the Services (including, without limitation, all formatting code, source code and object code of any software owned or developed by CenturyLink prior to the effective date of this Service Exhibit) and all modifications, enhancements or derivative works thereof.

“Pricing Attachment” means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

“SLA” means the Interaction Routing Service Level Agreement posted at [http://www.centurylink.com/legal/docs/I-Routing-Platform\\_SLA.pdf](http://www.centurylink.com/legal/docs/I-Routing-Platform_SLA.pdf).

“SOW” means statement of work attached hereto or referenced in this Service Exhibit.

“Service Term” means Initial Term and each Renewal Term.

“Third Party Materials” means third-party hardware or software components.

“Work Product” means each product or item produced by CenturyLink by (a) linking or bundling any one or more of the following, (b) embedding any one or more of the following within any one or more of the following, or (c) otherwise making any one or more of the following a necessary and essential part of any one or more of the following: (i) the Newly-Developed Materials; (ii) the Pre-Existing CenturyLink Materials; (iii) the Customer Content; or (iv) any Third Party Materials.

**2. Service.**

**2.1 Description.**

**2.1.1** ACD is an automatic call distributor that routes inbound telephone calls to an agent or machine. Routing can be through basic hunt groups or through enhanced skills or business rules routing. ACD has two inbound agent types:

- (a)** Quick Launch Agents are inbound agents using standard hunt groups for call routing. Agents are grouped by primary function (i.e. customer service, sales, billing, etc.) There are no skills, preferences, or business rules available in this group.
- (b)** Skills Based Agents are inbound agents that are grouped by skill group. This group includes all the capabilities of Quick Launch Agents plus skills and business Rules. Agents can have multiple skills and preferences (levels) within each skill group. Calls are routed based on the skill of the agent anticipated to handle the call. Call routing can also include business rules. This incorporates items like performance, account status, etc. to be added to the routing strategies.

**2.1.2** CTI is an interface between ACD and Customer’s database. It allows information to be retrieved and sent to an agent PC screen as the call is transferred to the agent. Professional service is needed to enable this capability. CTI Based Agents include all the capabilities of Quick Launch and Skills Based Agents.



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**2.1.3** E Service is a grouping of applications that integrates Web services into a standard call routing environment. If you are on a chat line and want to speak to a company representative, the Web application selects the individual to whom you would talk. It also allows for automatic distribution of e-mail to agents. E Service has two options: First Application and Added Application. Both options are billed based on the number of Concurrent Agents and require the use of the Agent Desktop. Applications include Web chat, Web co-browse, Web call-back, and e-mail.

**2.1.4** Content Analyzer is an optional software capability of the e-mail application that provides enhanced analysis of the e-mail transaction beyond key word analysis, allowing e-mail content to be automatically reviewed using natural language analysis using a multi-step analysis process (pre-processing, feature extraction, feature selection, and classification).

**2.1.5** Outbound is an application that dials outbound calls and when answered connects the call with a pool of agents. This service includes predictive, progressive, and preview modes for the dialing keys. Predictive dialing allows calls to be placed based on assumptions of agent and customer availability. Progressive dialing allows for calls to be originated based on fixed call plans. Preview dialing allows the agent to preview the customer and then launch the call when the agent is ready. Outbound has two agent options: Outbound Only Agent and Outbound Blended Agent Add On. Outbound requires the use of the Agent Desktop. A per minute platform outbound usage charge, as set forth in the Pricing Attachment, applies to outbound calls dialed by Interaction Routing platform applications.

**2.1.6** Supervisor Standalone ("Supervisor") is the management and reporting functionality of the total application. Supervisor includes real-time, historical, and cradle-to-grave reporting capabilities as well as group and functionality management. Supervisor also includes the ability to administer the system including modification of call flows and agent capabilities. Capabilities can vary from manager to manager through the permission tables and are managed by the overall center administrator. To become part of a calling group, the Supervisor must also have one of the agent capabilities (Quick Launch, Skills, CTI, Web, or Outbound).

**2.1.7** Call Recording allows inbound calls to Interaction Routing to be passed through a recording system to capture agent interactions with their customers. Recordings are stored for up to twelve months for retrieval.

**2.1.8** Call Recording Storage provides storage of recorded calls beyond twelve months. Additional storage is provided in annual increments up to seven years.

**2.1.9** CTI Standalone Add provides CTI capabilities to a PBX for ACD routing without an internal or premises CTI router. This feature is required if Customer needs to enter agent specific information into the Configuration Management Environment (CME) and requires a PBX data link to the Service platform.

**2.1.10** Agent Desktop supports agent and supervisory functionality. This application is located within the CenturyLink environment and is a thin client application. It can be modified to Customer's specific requirements. The details and charges for such modifications will be provided in a SOW. An Agent Desktop MRC will apply for each Concurrent Agent utilized.

**2.1.11** Workforce is an application that enables Customer to forecast and schedule staffing requirements. Workforce provides a tool for scheduling and forecasting workers as well as for managing that the schedule and forecast are accurate (real time adherence). This feature is priced on a per agent basis as an add-on feature. WFM Bundle Add On provides scheduling, forecasting, and real time adherence as a package.

**2.1.12** Display Board Adapter provides the ability for Customer to connect to third-party display board technology from the Interaction Routing platform. This is required for each Customer building location needing connectivity.

**2.1.13** Application Subscription is the subscription fee charged for each ancillary application installed in a CenturyLink environment. Application Subscription includes the virtual server instance required to support the application. Applications could include Outbound, Workforce Management, e-mail, chat, Scripting, etc. functionality.

**2.1.14** Scripting is a feature capability that can be added to the Interaction Routing platform to allow Customer to build and display to agents, common scripts to standardize responses to customer inquiries.

**2.1.15** Virtual Hold is a feature of Interaction Routing that allows a caller to be provided an option to receive a callback versus waiting in a long queue for an agent to be available. A per minute platform outbound usage charge, as set forth in the Pricing Attachment, applies to outbound calls dialed by Interaction Routing platform applications.

**a)** Concierge is the core capability of Virtual Hold allowing the caller to be given an option to retain their place in queue and receive a call back when their call would have processed.

**b)** Rendezvous is a capability of Virtual Hold that allows a caller to leave a long queue and schedule a callback at a more convenient time up to seven days out from the current date.

**2.1.16** CRM Interfaces. Customer Relationship Management ("CRM") software elements provide an interface to Customer provided CRM tools for use with the Interaction Routing platform.

**a)** LivePerson Adapter provides a software interface to a Customer provided CRM desktop solution from LivePerson allowing the integration of the CRM desktop to the call center agent.

**b)** Salesforce.Com Adapter provides a software interface to a Customer provided CRM desktop solution from Salesforce.com allowing the integration of the CRM desktop to the call center agent.

**c)** Genesys Connect is the ability to connect the Interaction Routing platform with a Customer provided Genesys premises environment so the two solutions can exchange routing, agent, and calling party information.



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**2.1.17** Outbound Usage is a usage-based fee for outbound calls placed by the Interaction Routing platform when an application needs to place a callback and re-establish communication with a customer.

**2.1.18** Call Recording Redaction is the ability to remove data from a call recording file to enhance the protection of sensitive data. Redaction is achieved by routing the call recording through the redaction engine that analyzes the conversation and removes the sensitive data, replacing it with meaningless data. Standard options are available for certain financial, social security, and PIN information. However, custom scripts can be built to meet specific customer situations. Customization incurs additional expense and is subject to the applicable SOW. This feature is subject to the End-User Agreement at [http://www.centurylink.com/legal/CCS\\_CR\\_EULA.pdf](http://www.centurylink.com/legal/CCS_CR_EULA.pdf).

**2.1.19** Call Recording Advanced Analytics is the ability to perform advanced analysis of a call following the completion of the call recording. It can be used to identify trends, emotions, behavior patterns and added detail to better enable the analysis of an interaction. This feature is subject to the End-User Agreement at [http://www.centurylink.com/legal/CCS\\_CR\\_EULA.pdf](http://www.centurylink.com/legal/CCS_CR_EULA.pdf).

**2.1.20** Call Recording Screen Capture is the ability to capture a recording of the agent screen interactions during a customer interaction. This will retain all changes that occur on the agent screen during the transaction and can be combined with Call Recording to provide a full analysis of the customer interaction. This requires a screen capture software widget to be installed on each agent's physical desktop to retain the data and then upload to the screen capture application.

**2.2 Service Conditions.** The following conditions apply to the Service:

**2.2.1 Ownership; Grant of License.**

**(a) Customer Content.** Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to CenturyLink a Customer Content License. As a part of Customer's other indemnification obligations under the Agreement, Customer hereby indemnifies and will defend and hold harmless CenturyLink and its affiliates, and the officers, directors, employees and agents of CenturyLink and its affiliates from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding arising out of or relating to the ownership in or the use or exploitation of the Customer Content by CenturyLink, including, without limitation, any claim relating to the violation of any third party's trademark, copyright, patent, trade secret or other proprietary or personal right(s).

**(b) CenturyLink Content.** Any: (i) Newly-Developed Materials; and (ii) Pre-Existing CenturyLink Materials will be the sole and exclusive property of CenturyLink. All rights in and related to the CenturyLink Content, including, without limitation, copyrights, trademarks, trade secrets, patents (including, without limitation, the right to obtain and to own all worldwide intellectual property rights in and to the subject matter embodied by or contained in the Work Product), and all other intellectual property rights or proprietary rights in and related to such CenturyLink Content, are hereby exclusively reserved by CenturyLink. It is expressly understood that, other than expressly provided in this Service Exhibit, no right or title to or ownership of the CenturyLink Content is transferred or granted to Customer under this Agreement.

**(c) Content Licenses.** Subject to the terms and conditions of the Agreement and this Service Exhibit, including, without limitation, upon payment in full by Customer of all Service charges, CenturyLink hereby grants to Customer during the term of this Service Exhibit a CenturyLink Content License. Customer will not have the right to license, sublicense or otherwise transfer to others the right to use the Work Product or the CenturyLink Content. Any right not expressly granted by the CenturyLink Content License hereunder is hereby expressly reserved by CenturyLink.

**(d) Third Party Materials.** The Services may be in support of, or the Work Product may contain certain Third Party Materials. All right, title and interest in the Third Party Materials, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are exclusively reserved by CenturyLink, CenturyLink's licensors or the licensor's suppliers. No right, title or ownership of or related to the Third Party Materials is or will be transferred to Customer under this Service Exhibit except to the extent a manufacturer or licensor permits the pass-through and assignment of license rights. In such cases, CenturyLink will pass-through and assign to Customer all applicable license rights permitted by the manufacturer or licensor of the applicable Third Party Materials. Any costs of such assignment will be borne by Customer. CenturyLink makes no warranties and will have no responsibility whatsoever, including any obligation to indemnify, as to Third Party Materials. A breach of such license by Customer will be a breach of the Agreement.

**(e) Restrictions on Use.** Customer is expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents and representatives or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the CenturyLink Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the CenturyLink Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing, sublicensing, copying, marketing or distributing the CenturyLink Content or Third Party Materials; or (iv) knowingly taking any action that would cause any CenturyLink Content or Third Party Materials to be placed in the public domain. The CenturyLink Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries and embody valuable confidential and trade secret information of CenturyLink, CenturyLink's licensor or its suppliers. Customer will hold the CenturyLink Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Exhibit. Customer agrees that the licensor of Third Party Materials and its suppliers are intended third party beneficiaries of the provisions in this Restrictions on Use section. This provision will survive cancellation of this Service Exhibit or the Agreement.

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**(f) Residual Rights in CenturyLink Know-How.** Subject to CenturyLink's confidentiality obligations set forth in the Agreement, nothing herein will be deemed to limit CenturyLink's right to use the ideas, concepts, processes, techniques, expertise and know-how retained in the unaided memory of CenturyLink as a result of its performance of the Services hereunder.

**2.2.2 Voice Services.** Customer must purchase, under separate terms and conditions, the voice service used in connection with the Services.

**2.2.3 Software Applications Residing on Customer Provided and Maintained Equipment.** CenturyLink or its agents provides application support for all Interaction Routing applications. Application support includes maintenance and trouble resolution of the specific application software. Customer must provide CenturyLink data access to any Customer provided servers (premises or hosted) for the purpose of performing maintenance and trouble resolution. If this access is restricted or not provided, Service and support will be unavailable until such access is granted.

**2.2.4 Customer Hosted Equipment.** Customer must provide all equipment necessary to maintain and operate the application services including but not limited to the database and all applicable software, including, without limitation, virtual private network software for the two-way transfer of data between the Customer application environment and the CenturyLink Interaction Routing platform. Upon request, CenturyLink will provide Customer recommended application and database configurations. Customer will be solely responsible for the installation, operation, maintenance, use and compatibility with the Service of any equipment or software not provided by CenturyLink. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service: (a) Customer will nonetheless be liable for payment for all Service provided by CenturyLink and (b) any service level agreement generally applicable to the Interaction Routing platform or CenturyLink IQ® Networking Internet Port will not apply.

**2.2.5 Professional Services.** CenturyLink will develop a custom Interaction Routing application to Customer's specifications. The details and charges for the custom Interaction Routing application development are provided in the SOW. CenturyLink will: (a) perform the consulting, professional, technical, development and design services described herein or in the SOW; and (b) develop certain Work Product, if applicable and as specifically described in the applicable SOW, which will perform the functions or contain the attributes described herein or in the applicable SOW. Customer acknowledges that the successful and timely provision of Services and any applicable Work Product will require the good faith cooperation of Customer. Accordingly, Customer will fully cooperate with CenturyLink by, among other things: (c) providing CenturyLink with all information reasonably required in order to provision the proposed Services and Work Product, if applicable; and (d) making Customer personnel and appropriate development time on Customer's systems available to CenturyLink, so as to permit CenturyLink to provide the Services and Work Product, as applicable, provided that the foregoing will be at such times so as not to unreasonably disrupt the conduct of Customer's business. The Agreement and this Service Exhibit will also apply to and govern the rendering of all Services or Work Product produced in anticipation of and prior to the Agreement.

**2.2.6 Application and Platform Support.**

**(a) Application Support.** If Customer discovers a material defect in any Work Product developed under a SOW and reports such defect to CenturyLink in writing during the 90 consecutive calendar days immediately following the date such Work Product is accepted by Customer as defined in the SOW ("Warranty Period"), CenturyLink will use commercially reasonable efforts to remedy, free of charge, such material defects ("Warranty Services"). The Warranty Services will be deemed accepted by Customer on the date CenturyLink completes remedial work with respect to the material defects properly identified during the Warranty Period ("Covered Defects"). If CenturyLink reasonably determines that it cannot remedy all the Covered Defects and notifies Customer of same in writing, Customer may terminate the SOW upon 10 business day's written notice to CenturyLink. CenturyLink will reimburse any charges for Work Product paid by Customer through the date of termination. CenturyLink will have no obligation to perform any Warranty Services with respect to any defect(s) caused by or which arise as a result of Customer's use of the Work Product in a manner, or in conjunction with hardware or software, not authorized under the Agreement or set forth in the written specifications therefor. Further, CenturyLink will have no obligation to perform any remedial, corrective or Warranty Services if Customer, or a third party acting at Customer's direction or on its behalf, modifies or creates a derivative work of the Work Product. If CenturyLink spends time isolating problems to an Interaction Routing application that is (a) no longer in the Warranty Period; or (b) due to unauthorized use or modification of the Work Product, Customer will be charged for such effort at the Application Support Services Hourly Rate set forth in the Pricing Attachment. Any extension of the Warranty Services beyond the Warranty Period must be detailed in a new SOW.

**(b) Platform Support.** CenturyLink provides 24x7x365 break/fix support for the platform components covered in this Service Exhibit at no additional charge unless Customer, or a third party acting at Customer's direction or on its behalf, causes the break, in which case additional charges will apply. CenturyLink also provides a Business Application Help Desk to support feature and functionality questions related to the CenturyLink Contact Center platforms. This Business Applications Help Desk is available Monday through Friday, 7 AM to 9 PM Eastern Time, excluding CenturyLink observed holidays. The Business Applications Help Desk does not have the ability to make changes to the platform or platform software. Non-critical requests for changes should be directed through the CenturyLink Account Team. Requests for emergency changes to configuration and routing may be made through the break/fix support team. Additional charges may apply.

**2.2.7 Export Administration.** Customer agrees to comply fully with Export Laws to assure that no information, design, specification, instruction, software, data, or other material furnished by CenturyLink nor any direct product thereof, is: (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

**CENTURYLINK® INTERACTION ROUTING  
SERVICE EXHIBIT**

**2.2.8 Compliance with Laws.**

**(a) General.** Customer must comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules and orders, as well as all industry standards, applicable to its use of the Service.

**(b) Recording of Conversations.** CenturyLink's Interaction Routing offering is certified as a PCI compliant application. As such, CenturyLink requires that Customer not retain financial Personal Identification Numbers (PIN) or security code information beyond the completion of the active call in which it is communicated. Additionally, Customer agrees that it will comply with all federal and state laws regarding the recording of conversations, including Minnesota Revised Statute, § 325E.64. As a part of Customer's other indemnification obligations under the Agreement, Customer must defend and indemnify CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates; from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding stemming from or relating to Customer's recording of any aspect of a conversation that includes social security numbers or credit, debit or stored-value card numbers, or bank account information or its wrongful recording of associated PINs or security codes.

**2.3 SLA.** Service is subject to the SLA, which is effective as of the first day of the second month after initial installation of Services. The SLA does not apply to any other Service component. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink reserves the right to amend the SLA effective upon posting to the Web site or other notice to Customer.

**2.4 Order of Precedence.** In the event of a conflict between the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.

**3. Term; Cancellation.** This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled by either party with 60 days' prior written notice to the other party. The initial term for Service will conclude >>SELECT TERM LENGTH<< after the Service is first made available for use by Customer ("Initial Term"). Upon expiration of the Initial Term, Service will automatically renew for consecutive one-year periods ("Renewal Term"), unless either party elects to cancel the Service by providing written notice thereof at least 60 days prior to the conclusion of the Service Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Service Term, over 50% of the originally ordered Service units are canceled by Customer for reasons other than Cause, or by CenturyLink for Cause, Customer will also pay to CenturyLink a Cancellation Charge equal to (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for the canceled Service and (b) 50% of the MRCs for the canceled Service that otherwise would have become due for the unexpired portion of the Service Term. Upon cancellation of this Service (c) the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner, the licensed materials, and (d) each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control.

**4. Charges.** Charges for the Service are as set forth in the Pricing Attachment. The MRCs will be used to calculate Contributory Charges. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit. 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>.

**5. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

**CENTURYLINK MASTER SERVICE AGREEMENT  
LEVEL 3® TOLL FREE SERVICE  
SERVICE SCHEDULE**

**1. Applicability.** This Service Schedule is applicable only where Customer orders Level 3® Toll Free Service. Level 3 Toll Free Service may be designated as Carrier Toll Free Service, VoIP Toll Free Transport and/or Access Direct<sup>SM</sup> Plus VoIP Toll Free Transport Service in customer orders, order acceptance, service delivery, billing (and related) documents.

**2. Definitions.** Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

“Customer Voice Application” means the voice application (either TDM or IP) provided and used by Customer in connection with Level 3 Toll Free Service.

“IP” means Internet Protocol.

“LATA” means Local Area Transport Area.

“NADP” means the North American Dialing (or Numbering) Plan.

“Network Ready” means that Customer has completed successfully interoperability testing for the applicable Customer Voice Application.

“PSTN” means the public switched telephone network.

“Responsible Organization” means the party hereto that is responsible for managing and administering the account records in the Toll-free Service Management System Data Base.

“Toll Free Number” or “TFN” means a telephone number that supports NADP or international toll free dialing plan and is assigned by Level 3 to Customer or that Customer ports to Level 3 for use with the Level 3 Toll Free Service.

“Toll Free Usage” means Customer’s monthly aggregate usage of Level 3 Toll Free Service.

“TDM” means Time Division Multiplexing available via SS7 and ISDN PRI.

**3. Service Description.** Level 3 Toll Free Services include (i) IP Toll Free Service; (ii) Switched Toll Free Service; and (iii) Dedicated Toll Free Service (each as described below). As used herein, Switched Toll Free Service and Dedicated Toll Free Service may be referred to collectively as “TDM Toll Free Service.”

**(A)** IP Toll Free is an IP termination service for PSTN originated calls using TFNs. Level 3 will deliver voice traffic to Customer using TFNs through a net protocol conversion to an IP format via Session Initiation Protocol (“SIP”) signaling using G711 or G-729A voice encoding.

**(B)** Switched Toll Free is a switched TDM Toll Free service that originates and terminates calls on the PSTN.

**(C)** Dedicated Toll Free is a TDM Toll Free service that originates calls from the PSTN and terminates to a dedicated facility via SS7 or PRI ISDN.

**(D) Toll Free Numbers.** Customer shall make reasonable efforts to provide Level 3 on an ongoing quarterly basis, with a non-binding demand forecast setting forth Customer’s estimated usage (on a total minutes of use basis) and Toll Free Number quantities to facilitate Level 3’s planning efforts in support of Customer. Customer shall deliver such quarterly forecasts to its Level 3 account team (or to such other address provided by Level 3 to Customer from time to time). Level 3 will exercise commercially reasonable efforts, but shall not be obligated, to gain access to Toll Free Number quantities to support the Service.

**(E) Customer Premise Equipment (“CPE”).** As part of the Customer Toll Free Application, Customer shall provide at its own expense, all hardware and software necessary for the particular Customer Voice Application to interoperate with Level 3 Toll Free Service and the Level 3 network. Customer shall be responsible for obtaining and providing to Level 3, prior to installation of the particular Level 3 Toll Free Service, the public IP address(es), as applicable, for the Customer Toll Free Application.

**(F) Dedicated Internet Connection.** Customer is required to interconnect the Customer Voice Application with Level 3 Toll Free Service via (x) the public Internet through interconnection with a peering partner of Level 3 or (y) a Fixed Rate Level 3 High Speed IP Service ordered separately from Level 3; provided, however, that Customer shall have the right to terminate (without termination liability) any Fixed Rate Level 3 High Speed IP Service that is solely used and dedicated to Level 3 Toll Free Services.

**4. Interoperability Testing.** Customer shall not utilize Level 3 Toll Free Service until Level 3 provides Customer with a “Network Ready” confirmation. For purposes hereof, “Network Ready” refers to Level 3’s confirmation that Customer has successfully completed interoperability testing for each Customer voice connection utilized by Customer to connect to the Level 3 network. Level 3 and Customer shall conduct jointly the required interoperability testing during the Level 3 Service activation process to ensure Customer’s call flows can be supported by the Level 3 network. Level 3 may terminate (without liability) Level 3 Toll Free Service where Customer fails to obtain a Network Ready confirmation.

**5. Customer’s Responsibilities.** Level 3 Toll Free Service is intended for use as an inbound-only service and does not include outbound calling services or 911 or other emergency service capabilities. Customer is strictly prohibited from using (or reconfiguring to support such use) either Level 3 Toll Free Service or any TFN obtained through purchase of the Service in connection with any (i) outbound calls placed by Customer or Customer’s end users, call types that would result in Level 3 incurring charges via a reverse billing process, (ii) routing to a 800, 911 (including other emergency service calls), SMS database, information service calls, directory assistance calls or the like, (iii) mass calling events, excessive non-completed and invalid calls and failed calls due to inadequate Customer trunking

**CENTURYLINK MASTER SERVICE AGREEMENT  
LEVEL 3® TOLL FREE SERVICE  
SERVICE SCHEDULE**

(subparts (i), (ii) and (iii) collectively, "Improper Calls"). Level 3 may take immediate action to prevent Improper Calls from taking place, including without limitation, denying any Level 3 Toll Free Service to particular ANIs or terminating any Level 3 Toll Free Services to or from specific affected locations. Additionally, to the extent that Customer uses or configures the Service to place outbound calls, Level 3 shall charge Customer for any such outbound calls at Level 3's then current rates for Level 3 Voice Termination Service. Customer shall indemnify and hold harmless Level 3, its officers, employees, agents and affiliates from and against any and all losses, claims, costs or damages of whatever nature arising from or relating to Customer's use of Level 3 Toll Free Service in violation of this Section 5.

**6. Regulatory Matters.** In the event that any calls placed to Customer via Level 3 Toll Free Service contain a privacy indicator imposed by the originating telephone subscriber, Level 3 will provide call detail information to Customer, notwithstanding the privacy indication, provided that Customer agrees (by virtue of this Service Schedule) as follows:

**(A)** Customer will use the originating telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction;

**(B)** Customer is prohibited from reusing or selling the originating telephone number or originating telephone subscriber billing information without first notifying the originating telephone subscriber and obtaining affirmative written consent of such subscriber for such reuse or sale; and

**(C)** Except as permitted in (A) or (B) above, Customer is prohibited from using any information derived from ANI for any purpose other than (i) performing services or transactions that are the subject of the originating subscriber's telephone number, (ii) ensuring network performance, security and the effectiveness of call delivery; (iii) compiling, using, and disclosing aggregate information, and (iv) complying with applicable law or legal process.

**7. Charges.**

**(A)** The charges for Level 3 Toll Free Service are comprised of Level 3's then current Toll Free Service usage rates for voice traffic, as well as monthly recurring charges and nonrecurring charges, all as described in Customer Quote. Upon Customer's request and as stated in an Order, Level 3 will attempt to block calls to Customer TFNs originating from payphones, but acknowledges that Level 3 cannot guarantee that all such calls can be blocked. Usage charges are based on actual usage of Level 3 Toll Free Service and begin when the called party answers, as determined by answer supervision, and end when either party disconnects the call. If answer supervision does not detect an answer, Level 3 may disconnect the call (normally after 150 seconds) and bill the call for 120 seconds.

**(B)** The current billing increments for Level 3 Toll Free Services are set forth in the table below. All partial increments shall be rounded up to the next increment.

Originating Destination	Initial Billing Increment (seconds)	Additional Billing Increments (seconds)
48 contiguous United States, Alaska, Hawaii, Puerto Rico, US Virgin Islands, Guam and Saipan	6	6
International Toll Free (Except Mexico)	30	6
Mexico	60	60

Any partial billing increment shall be rounded-up to the next interval.

**(C) Rate Adjustments.** Customer's rates, charges, surcharges, discounts and billing increments for Alaska, Hawaii, Puerto Rico, US Virgin Islands, Guam and Saipan are subject to change upon 5 days' notice by Level 3 to Customer. All other Toll Free Service rates, charges, surcharges, discounts, billing increments and non-recurring charges are subject to change upon 7 days' notice by Level 3 to Customer; provided that Customer may terminate the affected Level 3 Toll Free Service without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase. Rate changes may be provided by electronic mail to the following e-mail address: \_\_\_\_\_ and shall be deemed received when sent by Level 3 in accordance with the above.

**8. Traffic Jurisdiction Determination.** If Level 3 provides any Level 3 Toll Free Service for which the rates or other terms and conditions depend on the jurisdictional nature (interstate including international and intrastate) of Customer traffic, Level 3 may determine the jurisdiction of such traffic based on call detail information. Where required by applicable law/regulation or upon Level 3's request if Level 3 cannot determine the jurisdiction of traffic based on call detail information, Customer shall determine the percentage of interstate (including international) and intrastate minutes of use (PIU) for such traffic and promptly provide Level 3 with a written Traffic Jurisdiction Certification of such percentage, in a form acceptable to Level 3. Customer shall, upon written request, provide Level 3 with information necessary to verify the accuracy of its PIU. Notwithstanding the foregoing, Level 3, in its sole and absolute discretion, shall determine the jurisdiction of any traffic sent to Level 3 and bill said traffic at the appropriate rates based upon Level 3's determination of actual interstate/intrastate use. Customer shall indemnify and hold Level 3 harmless for any claims, expenses or charges arising out of Level 3's use of an inaccurate PIU supplied by Customer. If the jurisdiction of more than 10% (which percentage is subject to change on 30 days' prior notice by Level 3 (which Level 3 may provide by electronic mail)) of Customer's Level 3 Switched Toll Free Service traffic in a LATA cannot be determined by either call detail information or PIU in accordance with the foregoing, all traffic exceeding such percentage will be billed at intrastate rates (regardless of Customer's PIU).

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**9. Porting.** In the event Customer elects to port any Toll Free Number (a "Porting Number") supported by Level 3 Toll Free Service under the terms of this Service Schedule, Customer agrees that until such time as the Porting Number is fully ported and no further traffic for such Porting Number traverses the Level 3 network, Customer shall remain bound by the terms of this Service Schedule and the Agreement (including, without limitation, Customer's obligation to pay for the applicable Level 3 Toll Free Service) for any and all traffic which remains on the Porting Number. Porting by Customer of Toll Free Numbers pursuant to this Section 9 shall in no event relieve Customer of its obligations hereunder, including any financial or usage commitments associated with Level 3 Toll Free Service.

**10. Change of Responsible Organization.** Unless otherwise provided for herein, Level 3 is the Responsible Organization for TFNs. Level 3 may receive requests from Customer or a third party provider to remove Level 3 as the Responsible Organization for a TFN, and Level 3 will support all such valid requests in accordance with Level 3's standard operating procedures. Customer represents and warrants that it has all necessary rights and authority necessary for any change in Responsible Organization, will provide copies of letters of authority authorizing the same upon request (and in the format requested by Level 3) and shall indemnify, defend and hold harmless Level 3 and its affiliates from any third party claim related to or arising out of any such change (or request for such a change).

**11. Commitments and Minimum Usage Requirements.** The following usage commitments are in addition to, and not in lieu of, any minimum commitments made under the Agreement:

**(A)** Where Customer is using a TDM interface to interconnect to Level 3, Customer's dedicated ports (as stated in the applicable Customer Order(s)) must have minimum usage charges of \$750 per month per DS-1 and \$7,500 per month per DS-3 for Toll Free traffic sent across such ports (determined on a monthly aggregate basis as provided below). Taxes and fees payable under the Agreement for Toll Free Service do not contribute. Minimum usage will be determined by Level 3 by totaling all contributing Toll Free usage charges for traffic sent by Customer across all of Customer's TDM interfaces, and comparing that total to the sum of all usage minimums (per DS-1 and DS-3) as stated above. If total contributing usage is less than the total commitment, Customer will be billed and shall pay Level 3 a shortfall fee equal to the difference. Further, Level 3 reserves the right to monitor usage across each TDM interface and, if usage drops below 10,000 minutes of usage per month on a DS-1 or 150,000 minutes of use per month on a DS-3 for 2 consecutive months, Level 3 may give Customer 30 days written notice that the relevant DS-1/DS-3 will be disconnected by Level 3 and Customer will be responsible for any associated LEC termination liability.

**(B)** Where Customer is using an IP interface to interconnect to Level 3, Customer shall maintain a minimum usage level of IP Toll Free equal to 1500 minutes of use per month per SIP Session allocated by Level 3 ("Monthly Minimum IP Interface Usage"). Level 3 reserves the right to monitor usage across each IP interface and, if Customer's monthly usage per SIP session is less than the Monthly Minimum IP Interface Usage, Level 3 may either charge a shortfall fee of \$25.00 per underutilized SIP session or disconnect (without liability) Customer's relevant SIP sessions on 15 days' prior written notice.

## CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT

**1. General.** This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

### **2. Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) DSL Local Access.** "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

**2.2.1 Use of IP Connection.** In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a specific "Preferred Provider" for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA



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virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ® Networking Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**2.3.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

**4. Charges.** Customer will pay the rates set forth in a quote or Order and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to Orders where Customer requests the delivery of Service one or more days before the Customer Commit Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA Orders (where underlying local access provider allows CenturyLink to order an expedited service.)

**(b) Construction.** Construction charges apply if: (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

**(c) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Off-Net Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(d) Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

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**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service continues for the number of months specified in the quote or Order for Service issued by CenturyLink ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

**5.2 Cancellation and Termination Charges.**

**(a)** Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

**(b)** Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

**(c) Customer Provided Access—Cancellation of Connectivity after Delivery of a Connection Notice.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Provisioning, Maintenance and Repair.** CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

**7. Other Terms.**

**7.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**7.2 Cancellation and Termination Charges.** This Section replaces the Cancellation and Termination Charges Section in the Agreement:

**Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**7.3 Out-of-Service Credit.** For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio

**CENTURYLINK® LOCAL ACCESS  
SERVICE EXHIBIT**

of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

**7.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**7.5 Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

**7.6 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**7.7 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

**7.8 Fees.** 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>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**8. Definitions.**

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

# Lumen Service Guide

## Customer Premise Equipment (“CPE”)

October 21, 2020

This CPE Service Guide (“SG”) sets forth the descriptions, including technical details and additional requirements or terms, of the CPE offerings and maintenance services provided by Lumen. Services are purchased pursuant to the CPE Service Schedule (“Service Exhibit”) and the Agreement. This CPE Service Guide supersedes the Detailed Descriptions previously governed by a Customer’s Select Advantage Service Exhibit. Notwithstanding anything to the contrary in Customer’s underlying agreement, the Select Advantage Service Exhibit and the Detailed Descriptions, Customers purchasing under a Select Advantage Service Exhibit agree that all subsequent purchases will be governed by this CPE Service Guide rather than the Detailed Descriptions.

### 1. CPE

#### 1.1 Service Description

Lumen provides customer premise equipment (“CPE”) hardware and software manufactured by ADTRAN, Avaya, AVST, CheckPOINT, Ciena, Cisco, HP, Juniper Networks, Meraki, Mitel Networks Corporation, Polycom and other Lumen approved vendors (“Products”). All sales are final, except as provided by Product manufacturer. Products may be referred to as “Materials” in certain ordering, quoting, and invoicing documents. Lumen only permits the return of Products in accordance with the Lumen RMA Policies.

#### 1.2 Software

Software will be licensed or sublicensed to Customer according to the licensing agreement accompanying such software. If the software is not accompanied by a license, Lumen grants personal, nonexclusive, limited sublicense to Customer to use copies of the software in object code form only. The license is effective upon shipment and extends only to Customer’s own use of such software and only on or with the designated Product. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor.

#### 1.3 Title, Invoicing and Security Interest

Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by Lumen, its agents or subcontractors. Lumen will invoice Customer for such Product upon delivery confirmation. Until Customer pays Lumen in full for any Product, Customer (a) grants to Lumen a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes Lumen to file a financing statement with or without Customer’s signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to Lumen.

#### 1.4 Manufacturer EULA and Other Terms and Conditions

Products purchased by Customer are subject to certain manufacturer terms and conditions, including, but not limited to, the applicable end user license or agreement (“EULA”) identified below. EULAs for certain Products may be viewed at the below URLs or successor URL as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Products will be subject to the applicable manufacturer terms and conditions located on manufacturer’s website. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Products remain subject to the applicable terms and conditions from the manufacturer.

- Avaya: <https://support.avaya.com/helpcenter/getGenericDetails?>
- Adtran: [https://portal.adtran.com/web/page/portal/Adtran/wp\\_search?query=eula](https://portal.adtran.com/web/page/portal/Adtran/wp_search?query=eula)
- CheckPoint: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>
- Ciena: <https://media.ciena.com/documents/EULA.pdf>
- Cisco: [https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end\\_user\\_license\\_agreement.html](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html)
- Cradlepoint: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>
- Dell-EMC: <https://www.delltechnologies.com/en-us/converged-infrastructure/legal-terms/index.htm>
- Eaton: <https://www.eaton.com/us/en-us/company/policies-and-statements/terms-and-conditions.html>
- HP: <https://www.hpe.com/us/en/software/licensing.html>
- Juniper: <https://support.juniper.net/support/eula/>
- Mitel: <https://www.mitel.com/legal>
- NetApp: <https://www.netapp.com/us/services/service-descriptions.aspx>
- Nokia: [https://www.nokia.com/phones/en\\_gb/support/warranty/nokia-7-plus/US/en](https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en)
- Palo Alto: <https://www.paloaltonetworks.com/legal>
- Polycom: <https://www.poly.com/us/en/legal/terms>
- RSA: <https://www.rsa.com/en-us/company/standard-form-agreements>

## 1.5 Manufacturer Warranty

Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Product. All Products purchased from Lumen, including any Product that is part of a system previously purchased from and installed by Lumen which is still under warranty, are subject to the terms and conditions set forth in the manufacturer's warranty applicable to the Product. Products are sold to Customer with no warranty of any kind from Lumen. Warranties of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Products will be subject to the applicable warranty terms and conditions located on manufacturer's website, provided that Lumen has the right to pass-through and assign the warranty to Customer. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Products remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>
- Adtran: [https://portal.adtran.com/web/page/portal/Adtran/wp\\_support\\_warranty](https://portal.adtran.com/web/page/portal/Adtran/wp_support_warranty)
- CheckPoint: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>
- Ciena: [https://my.ciena.com/CienaPortal/s/global-search/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsorce=\[Technical%20Publications](https://my.ciena.com/CienaPortal/s/global-search/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsorce=[Technical%20Publications)
- Cisco: <https://www.cisco.com/c/en/us/products/warranty-listing.html>
- Cradlepoint: <https://cradlepoint.com/about-us/terms-of-service/msp-addendum/>
- Dell-EMC: <https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm>
- Eaton: [https://www.eaton.com/us/en-us/site-search.searchTerm\\$Eaton::com%20:%20Warranties.tabs\\$all.html](https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html)
- HP: <https://support.hpe.com/hpesc/public/home>
- Juniper: <https://support.juniper.net/support/warranty/>
- Mitel: <https://www.mitel.com/legal/products-warranty-and-limitation-liability>
- NetApp: <https://www.netapp.com/us/services/service-descriptions.aspx>
- Nokia: [https://www.nokia.com/phones/en\\_gb/support/warranty/nokia-7-plus/US/en](https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en)
- Palo Alto: <https://www.paloaltonetworks.com/legal>
- Polycom: <https://www.poly.com/us/en/legal/terms>
- RSA: <https://www.rsa.com/en-us/company/standard-form-agreements>

Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Product manufacturer for services provided directly by the Product manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Product manufacturer.

## 1.6 Warranty Claim Support

Lumen will provide warranty claim support to replace defective hardware during the manufacturer's warranty period for Products, as defined within this CPE Section of the SG, only when such Products are purchased through Lumen. All other CPE, even if purchased from Lumen, are excluded from Lumen warranty claim support and warranty implementation is the sole responsibility of Customer. Warranty claim support for software media replacement is limited to replacement of CD, tapes and other media prior to Acceptance of the Product.

All Customer warranty claims will be supported through the RMA processes. All warranty coverage periods start on the date the Product is shipped from the manufacturer unless manufacturer warranty card included with Product states otherwise. Lumen will provide at no-charge to Customer, manufacturer warranty claim support for 90 days after the equipment is shipped from the manufacturer. After that period, a \$250.00 charge per case/trouble ticket will apply. This charge excludes labor associated with trouble isolation if such assistance is required or requested. Warranty claim support is provided at the discretion of Lumen and is subject to change without notice. UNDER NO CIRCUMSTANCE WILL LUMEN'S SUPPORT OF ANY CUSTOMER WARRANTY CLAIM EXCEED THE SUPPORT, POLICIES, OR PROCESSES EXTENDED TO LUMEN BY PRODUCT MANUFACTURER. "Center" means the Lumen Customer Service Center (Center) reachable at **800-227-2218**.

## 1.7 Warranty Parts

Defective warranty parts are replaced either by: (a) Return and Repair Service; or (b) Return and Replace Service. Repaired Product should be returned to Customer within 30 days, but Lumen makes no guarantee. Replacement parts are covered for the remaining period of the warranty for the product. Lumen owns all defective parts returned in exchange for AR except those Lumen chooses to return to Customer. Customer should assume Lumen holds no replacement parts for warranty claims. "Return and Repair Service" means Customer will return Product to Lumen and Product manufacturer will repair Customer's defective Product. "Return and Replace Service" means Customer will return Product to Lumen and Product manufacturer will replace Product with the same or similar Product that is functionally equivalent in terms of features, function, fit and compatibility.

## 1.8 Return Material Authorization ("RMA") Policies.

**Product Return Material Authorization Policy.** RMA is limited to Product with warranty or maintenance coverage. RMA only supports like-for-like replacement of Product. "Return Material Authorization" or "RMA" means manufacturer or Lumen authorization to return Product. LUMEN WILL NOT ACCEPT THE RETURN OF ANY PRODUCT WITHOUT PRIOR APPROVAL FROM PRODUCT MANUFACTURER. Manufacturer may assess fees or charges associated with RMA. Product returns are subject to one of the following two RMA policies. Customer must call the Center for assistance with a Product return and issuance of the RMA number.

- **Pre-Acceptance Product Return.** Return is conditioned upon: (i) the Product being returned in its original box, (ii) Product has not been opened or installed, (iii) box does not have writing on it, (iv) the factory seal has not been broken and (v) manufacturer's agreement to accept return of the Product. Product must be returned using the issued RMA number and shipped to location specified in RMA. Product must be received by Lumen within 10 business days of the RMA Creation Date. If Product is not received by Lumen within 10 business days of the RMA Creation Date, Lumen reserves the right to bill Customer for any Advance Replacement Product provided to Customer. "Advance Replacement" or "AR" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. "RMA Creation Date" means the day that Lumen provides the RMA number to Customer.
- **Post Acceptance Product Return for Warranty Replacement.** Lumen provides warranty claim support only for Products purchased through Lumen. Defective Product must be received by Lumen within 10 business days of the RMA Creation Date. Product must be returned using the issued RMA number. Customer is responsible for all return shipping costs. Lumen reserves the right to cancel RMA request if defective Product is not received by Lumen within 10 business days of the RMA Creation Date. Lumen will not provide warranty claim support if Lumen has not received payment for Product within 90 days of Acceptance.
- **Restocking Fees.** Requests for RMA are subject to a fee of 25% of Product price paid by Customer, except as waived solely within Lumen's discretion for Product returns concerning Bundle services and manufacturer errors. Customer is responsible for any damage to the Product while in Customer's possession and during return shipment to Lumen.

## 1.9 Miscellaneous

- **Advance Replacement ("AR") Charges.** If manufacturer of Product offers an AR service and Customer requests AR for defective Product, Lumen will facilitate the AR and charge Customer \$500.00 per AR. AR utilizes Lumen RMA processes. An Order Form must be authorized to cover \$500.00 AR charge and cost of replacement Product. Customer is also responsible for all services charged by the Product manufacturer for AR service. Lumen provides no warranty on manufacturer AR services. Customer will only be charged for replacement Product if Customer fails to return Product as outlined in RMA Policies.
- **Expedites.** If Customer requests an expedited delivery of Product, and Lumen can and chooses to comply with the request, the following charges will apply: (a) a \$500.00 expedite request charge; (b) a \$50.00 per expedited item charge; and (iii) all shipping charges.
- **Export.** Customer will not export Products. Lumen is prohibited by its Product manufacturers from selling Products that will be exported.
- **Trade-In.** If Customer trades in any Product through Lumen under any manufacturer terms, Customer will indemnify and hold Lumen harmless from any liabilities, including charges imposed on Lumen, arising from Customer's failure to comply with the manufacturer's terms.
- **Misuse.** Lumen may provide information relative to Product operation and features, and recommendations for protecting Product against fraud, malice, and unauthorized access, however, Customer is solely responsible for the security of its own Product. Lumen and its affiliates and subcontractors are not responsible for damages relating to unauthorized access, fraud, or other misuse of Customer's Product.

## 2. CPEaaS

### 2.1 Service Description

CPE as a Service ("CPEaaS") is a service where Products and Services are offered to Customer monthly for the Service Term identified in the Order Form. CPEaaS includes implementation, unless otherwise stated in the Order Form, maintenance and use of the Products. Except as set forth in this CPEaaS Section, the Products and Services are subject to and controlled by the other applicable sections of this Service Guide. As defined within this CPEaaS Section of the SG, "Products" means CPE and software offerings from Lumen, and "Services" means offerings from Lumen that (a) install, maintain or manage the Products; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services. Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Acceptance of CPEaaS occurs (a) upon delivery of the Products where Customer purchases only Products and Installation or (b) upon installation where Customer purchases Products, Installation and Maintenance Services.

### 2.2 Delivery

Products will be delivered to the Customer's location(s) identified by Customer to Lumen. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen.

### 2.3 Ownership and Use

Except as provided in the Product Purchase subsection below, Product is the personal property of Lumen, even if the Product, or any part of the Product, is affixed or attached to Customer's real property or any improvements on Customer's real property. Customer has no right or interest to the Product other than as provided within this CPEaaS Section and will hold the Product subject and subordinate to the rights of Lumen. Customer will: (a) at its own expense, keep the Product free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the Product, except as approved by Lumen in writing. Customer will not remove, alter or destroy any labels on the Product and will allow Lumen the inspection of the Product at any time.

## **2.4 Loss; Replacement of Damaged Product**

As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the Product following delivery from any cause whatsoever (collectively, "Loss"). Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer will advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due. Where Product is replaced due to Loss or damage not covered by maintenance under the applicable section of this Service Guide, Customer will pay: (a) the full replacement value of the damaged Product, and (b) a one-time charge to cover Lumen's cost to ship the new Product. If Customer requires on-site assistance from Lumen to install the replacement Product, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Guide will continue to apply. Replacement Product may or may not be the same model.

## **2.5 Product Purchase; Ongoing Maintenance**

Upon termination or expiration of the Service Term, Customer will purchase Product outright for \$1.00 on an "as-is and where-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the Lumen provided CPE is transferrable to Customer. Upon invoicing, title for the Purchased Product immediately transfers to Customer. Customer will become owner of the Purchased Product and bear all responsibility for the Purchased Product, and, as such, agrees to release Lumen from all and any liability relating in any way to the Purchased Product. Upon Customer's ownership of the Purchased Product, Lumen will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all Purchased Product and also becomes responsible for proper disposal of the Purchased Product.

## **2.6 Insurance**

Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Product until the Product is purchased, the following insurance: (a) "All-Risk" property insurance covering the Product for the full replacement value, naming Lumen or a third party provider designated by Lumen as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming Lumen as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to Lumen insurance certificates evidencing such insurance.

## **3. Installation Services**

### **3.1 Service Description**

Lumen will provide certain installation services for Products that Customer purchased from Lumen through the Product manufacturer as defined by the Product manufacturer ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Product manufacturer will provide all necessary labor, tools, and materials, and will repair or replace, at its discretion. Products includes all Products subject to the CPE and CPEaaS Sections of this Service Guide.

### **3.2 Coordination and Customer Requirements Validation**

As applicable,

- Lumen will coordinate the implementation of Products between Customer and Lumen, and other third parties as required and will manage deadlines and milestones.
- Lumen will gather from Customer's designated contacts the applicable technical, design requirements and site information, such as:
  - Floor plan & phone set layout
  - LAN/WAN IP information and network architecture details
  - Router configuration data
  - Switch configuration data
  - Phone set / station assignments and features
  - Voice configuration parameters
  - Circuit/network/telco order and network infrastructure connectivity and system configuration information
  - Application information required for purchased applications
  - Call Manager design (i.e., Call Admission Control, Dial plan requirements and Redundancy)



- Directory access and integration
- Quality of Service (“QoS”) details
- Network service provider capabilities and SLA
- Any additional features of the Product that may be required or requested by Customer
- Lumen will perform feature, functional and architecture analysis from data gathered.
- Lumen will compare functional requirements with the available features/functionality of the Product to any solution that may exist in Customer’s environment.
- Lumen will create and verify equipment configuration.
- Lumen will identify and present feature/functionality and/or design gaps to Customer to ensure acceptance of deviations from requirements. Document gaps for risk assessment documentation. Lumen and Customer will determine whether a gap can be removed by pointing out similar functionality with existing features. Discuss and document feature/functionality and/or design alternatives and ensure that Customer understands implications of each alternative.
- Lumen will assign a technician to configure, stage, and test the equipment.
- Schedule a technician and/or Senior Design Engineer to gather station information, program features and station information, and to train Customer personnel.
- Lumen will assist in testing the equipment and the associated networks and purchased applications (per the Lumen Purchase Order), to ensure proper operation.

### 3.3 On-Site Deployment

If Services are deployed to Customer’s site to install Products, the following applies:

- Access to Installation Site
  - Customer will provide access at the installation address(s) during regular business hours from: 8:00 AM to 5:00 PM local time Monday through Friday, plus after-hours access at any pre-arranged dates/times.
  - Customer will provide any security personnel, codes, badges or other access methodology required for staging, installation, and training.
- Services include, as applicable:
  - Staging
    - Assembly of base equipment, both hardware and software
    - Configuration of base equipment
    - Functionality and purchased application testing
    - Unboxing, assembly, and distribution of phone sets
    - *Note: Customer responsible for disposition of empty boxes & any replaced equipment.*
  - Unpack and inventory equipment, reporting any damaged hardware or partial shipment
  - Mount and connect the chassis equipment
  - Program Customer stations and quoted features
  - Power-up & diagnostics
  - Attach cables
  - Test connectivity
  - As may be required, schedule and perform telco cut-over
  - Place and connect phones
  - Provide a phone quick reference guide (one per Customer phone)
  - Provide phone tutorial CD and administrator’s guide reference online link
  - *Note: Customer is responsible for moving office furniture and other obstructions*
- Except as otherwise provided in an Order Form, Services **will not** include the following:
  - Additional wiring or cabling; supply, assembly, installation or maintenance of racks, shelves, or any other physical structure to which the equipment is to be mounted; ancillary materials such as power/extension cords, rack/wall mount bolts/screws, wires, cables, connectors.
  - Troubleshooting or installing the wiring, extending wiring and/or cabling, to include telco demarcation points.
  - Providing, installing, verifying (tone & tag), or labeling of Customer phone wiring.
  - Supply and / or assembly of racks, shelves or tables which are not included in the Lumen Bill of Materials.
  - Accessing or troubleshooting **third party** hardware, software, or network and circuits
  - Optimizing or troubleshooting Customer applications not listed in the Lumen Bill of Materials.
  - Installation or configuration changes that are results of site additions, deletions, re-locations or changes in Customer’s network strategy or design requirements that deviate from the agreed upon site listing
  - Software upgrades, with the exception of upgrades designed to address a circuit affecting issue on the equipment being installed.
  - Installation or maintenance of “soft” computer software phones.
  - Moving of office furniture for the installation of Customer phones or access to panels.
  - Configuring or installing additional Customer hardware
  - Configuring third party or pre-existing servers.
  - If the Service requires **Customer-provided** servers, Customer is responsible for ensuring that those servers meet manufacturer and/or software-provided specifications for hardware and software. Failure of test & turn-up of desired

server applications due to missing the specifications will result in any extra time or trips being billed at standard time and material rates.

- Customer is responsible for conduit, cable trays, wire raceways, and power configurations, as required by state and/or local electrical regulations or fire codes, as well as manufacturer specifications.

### 3.4 Potential Additional Charges for Installation Services

The installation date may be in jeopardy, with additional charges incurred to Customer, if Lumen or its subcontractors are delayed due to lack of needed Customer information, inaccurate or incomplete information provided, or lack of site readiness. Lumen reserves the right to invoice for all labor services and equipment provided if work is stopped, delayed, or rescheduled for more than 30 days, due to a request by Customer, or as a result of Customer's failure to meet the responsibilities outlined in this Service Guide or applicable Order Form, or for any other reason beyond Lumen's control. Additional potential charges might include:

- **Expedite Fee:** Fixed rate surcharge to schedule the installation before the next nominally available date. Customer may request that the installation process be accelerated. The fee helps to offset the additional costs of special processing and rush shipment of the equipment to the site. Lumen will grant an expedite request and incur the fee only if the service and equipment are available.
- **Time and Materials (T&M):** Hourly rate for services performed beyond those covered by the Order Form, and for those instances where Customer or other parties (i.e. beyond Lumen's control) delay Lumen's progress and / or completion of the Service. At Customer's request, Lumen can arrange for onsite or remote services (T&M) in addition to the tasks covered in this Service Guide or applicable Order Form.
- **Site Not Ready (SNR), Rescheduling, or Cancellation:** Fees to cover costs of canceling or rescheduling the Service, assessed on a per site basis. Lumen will waive these fees if five business days' notice is given.
- **After-hours:** additional compensation for services performed outside normal business hours – normal business hours is defined as Monday through Friday (exclusive of Holidays), 8am thru 5pm, local site time. At Customer's request, Lumen can arrange for services and support on weekdays after normal hours, or on Saturdays, Sundays, or Holidays.

## 4. Lumen Provided Maintenance Services

### 4.1 General Service Components

Except as otherwise provided, the following service components apply to all maintenance and support services in this section ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents.

- **Safety Compliance:** Lumen and Customer will adhere to all Safety Regulations. Lumen will not work in any area where a Hazardous Substance is present. Lumen may work in an area containing non-friable asbestos if Lumen determines, in its sole judgment, that the work will not disturb or cause the asbestos to become friable. Customer is responsible for informing Lumen of the existence, location and condition of any Hazardous Substances that may be in or around the Lumen work area. Customer will indemnify and hold Lumen harmless from any fines or other liabilities of Lumen arising from Customer's failure to inform Lumen of Hazardous Substances. Additionally, Lumen may suspend work from the time it reasonably identifies areas where Hazardous Substances may be present until the work area is in compliance with all Safety Regulations. Any such suspension is not a default of the Agreement, and any delays from the suspension may result in a similar delay in work completion, without penalty to Lumen. If the parties cannot agree whether Lumen's work can be performed through completion without a violation of Safety Regulations, or cannot agree to payment of added costs, if any, either party may terminate the Agreement without penalty. Such termination will not affect Customer's obligation to pay for Service provided by Lumen prior to the effective date of termination. "Hazardous Substance" means a substance regulated by any Safety Regulation and includes, but is not limited to, asbestos. "Safety Regulations" means all applicable health, safety and environmental laws, rules and regulations, including but not limited to Occupational Safety and Health Administration's and the Environmental Protection Agency's rules and regulations.
- **Trouble Reports:** Customer will report problems with the Covered Product to Center and Lumen will follow then-current methods and procedures to resolve the trouble report. Lumen will work each reported problem as applicable to the particular Lumen Provided Maintenance Service purchased by Customer. For Centurion Maintenance Services, Lumen will work each reported problem based on priority. For each trouble report opened for Promet Maintenance Services and Non-Standard Part Maintenance Services, Lumen will measure Engagement and Response times. "Engagement" means the period of time between when Lumen receives a trouble report from Customer and when the Center confirms with Customer both technician assignment and entitlement to support. "Center" means either the Lumen Customer Service Center reachable at (a) **800-227-2218 opt 2, 2** for Lumen Data Networks CPE Support (Adtran, Cisco, Juniper, etc) and Cisco CallManager Solutions or (b) **800-421-2271** for Voice CPE Support (Avaya, Cisco, Mitel, etc) and video solutions.
- **Performance of Services:** Lumen will provide certain activities for the Services during Covered Hours. "Covered Hours" means (a) for ProMet Maintenance 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding Lumen-observed holidays; or (b) for Centurion maintenance, 24 hours per day, 7 days per week, including Lumen observed holidays. "Local Time" means the time zone in which Covered Product is located.

- **MD, EOS and EOL Covered Products.** Lumen will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. Service excludes MD, EOS and EOL equipment or software from maintenance coverage. Acceptance of an Order Form for Service does not bind Lumen to the maintenance of MD, EOS or EOL equipment or software. "End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer, but support and replacement equipment is available from the manufacturer or producer. "Manufacturer Discontinued" or "MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product 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. This "MD, EOS and EOL Covered Products" subsection only applies to Centurion Maintenance Services and Promet Maintenance Services.
- **Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause Lumen to incur an immediate cost to resolve. Lumen reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.
- **Problem Isolation Billing; Service Exclusions.** In the event Lumen spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product or Non-Standard Product, or (b) associated with Service exclusions, Customer will pay Lumen for such effort at then-current time and material rates. Service exclusions include:
  - CPE hardware not listed on the Order Form
  - CPE software not listed on the Order Form unless embedded in the Covered Product
  - Covered Products missing serial numbers or other identification required by the manufacturer.
  - Problems caused by integration with non-Lumen provided hardware or software
  - Problems associated with Operating Systems not provided by Lumen
  - Covered Product failure due to manufacturer excluded causes such as accident, abuse or misuse
  - Covered Product failure due to non-compliance of electrical or environmental requirements
  - Covered Product usage not in accordance to manufacturer specification
  - Failure of Customer to follow proper operating procedures
  - Servicing not authorized by Lumen
  - Upgrades of software
  - If providing On-Site service, any on-site support requested by Customer (for Promet Maintenance Service only)
- **Voice over Internet Protocol (VoIP) Quality Exclusion.** Lumen may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, Lumen makes no warranty on the quality of voice/video transmissions over private or public IP network in this Detailed Description. Further, Lumen does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates. "Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

#### 4.2 Centurion Maintenance Services ("Services")

The following provisions apply to Centurion Maintenance Services:

- **Service Description:** Lumen will provide Lumen maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Covered Product" means CPE hardware and software manufactured by a Lumen approved vendor and is part of Lumen's standard portfolio. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work. All work efforts are to be done by CTL technicians and resources. Services include the following options:
  - Centurion On-Site Maintenance Service: Services will be provided on Customer's site.
  - Centurion Remote Maintenance Service: Services will be provided remotely.
- **System Integrity:** To receive Services from Lumen, Customer agrees to maintain System Integrity. Lumen reserves the right to deny Services if Customer fails to maintain System Integrity, including but not limited to adding hardware and software not provided by Lumen. Lumen may request Customer to provide documentation demonstrating System Integrity. "System Integrity" means: (a) Lumen is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other Lumen maintenance services.
- **Lumen Responsibilities:** Lumen will perform the below tasks.
  - **Centurion Remote Maintenance Service**
    - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
    - Perform trouble isolation during Covered Hours.
    - If Lumen and Customer determine an AR Product is required, Lumen will deliver AR Product during Covered Hours (a) for standard maintenance the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours; or for Mitel etc. by the next business day provided such determination was

made before 3:00 PM Local Time, Monday through Friday, excluding Lumen-observed holidays. “Advance Replacement Product” or “AR Product” means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. Availability of AR is limited and is provided in the following services only Centurion Remote Maintenance.

- Lumen will make a reasonable effort to deliver all required replacement parts to Customer’s site.
- **Centurion On-Site Maintenance Service**
  - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
  - Perform trouble isolation during Covered Hours
  - If Lumen and Customer determine an on-site Response is required, Lumen will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours, or for Mitel etc. by the next business day provided such determination was made before 3:00 PM Local Time, Monday through Friday, excluding Lumen-observed holidays. “Response” means the period of time between (a) when Lumen 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 (b) when Lumen technician arrives at the site of the Covered Product. “Response with AR Product” means the period of time between when Lumen and Customer determine a Field Replaceable Unit is identified for replacement and when AR Product is delivered to Customer site. “Field Replaceable Unit” means a 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. “Maintenance Release” means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.
  - Lumen will make a reasonable effort to arrive at Customer’s site with all required replacement parts.
- **Customer Responsibilities:** Customer will perform the below tasks.
  - Provide information to assist Lumen in determining Service entitlement
  - Provide serial numbers and specific location of the Covered Product
  - Assist Lumen in accessing the Covered Product remotely either by modem or Internet
  - Provide 30-day notice to Lumen of any changes to the Covered Product listed on the Order Form
  - Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen
  - Perform due diligence to protect the Covered Product from abuse and misuse
- **Ticketing Response Priorities:**
  - **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 Lumen to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of Priority 1 events are:
    - Total network element outage
    - Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
    - Total loss of the ability of the system to provide any required critical major alarms
  - **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 events are:
    - A reduction in capacity or traffic handling capability such that expected loads cannot be handled
    - Failure resulting in dynamic routing, switching capability or transport loss
    - System restarts, whether or not the system has recovered or not, and where root cause has not been defined
  - **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 events are:
    - Traffic impacting system restarts
    - Disruption of billing or accounting capability
  - **Priority Level 4 – Customer Inquiry:** These are issues that require Lumen technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.
- **Defective Product Return.** Customer must return defective Covered Product within 10 days of an AR Product shipment. Lumen retains the option to charge Customer for non-returned Covered Product plus \$300.00 service charge.
- **Service Level Objectives (SLO).** If Service includes SLO, Lumen will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.
- **Remote Access Device.** As part of the Service, Lumen may install a Remote Access Device (“RAD”) at Customer location to allow Lumen to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the Lumen management platform. After authentication, a secure tunnel between the Lumen management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the Lumen management platform. Customer must return the RAD to Lumen within 30 days of termination of the Service. If the RAD is not returned to Lumen, Customer will be charged \$500, unless otherwise agreed to by Lumen and Customer.
- **Non-Standard Products.** Lumen may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. Lumen will review Customer’s Covered Product to identify Non-Standard Products. Acceptance of an Order Form for Service does not bind Lumen to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of Lumen and is subject to change without notice. If Lumen discontinues support of Non-Standard Products, Lumen will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no

benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service. “Non-Standard Part” means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Nokia, Polycom, and Mitel or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support.

#### 4.3 Promet Maintenance Services (“Services”)

The following provisions apply to Promet Maintenance Services:

- **Service Description:** Lumen will provide Lumen maintenance of the Covered Product and the Non-Standard Product, which may include embedded software, in accordance with the manufacturer’s specifications (“Services”). “Covered Product” means CPE hardware and software manufactured by a Lumen approved vendor and is part of Lumen’s standard portfolio. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work. All work efforts are to be done by CTL technicians and resources. Services include the following options:
  - Promet Remote Standard Service
  - Promet Remote Premium Service
  - Promet On-Site Standard Service
  - Promet On-Site Premium Service
- **Lumen Responsibilities:** Lumen will perform the below tasks.
  - **Promet Remote Standard Service**
    - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
    - Perform trouble isolation during Covered Hours.
    - If Lumen and Customer determine before 3:00 PM that an AR Product is required, Lumen will deliver AR Product the next business day. “Advance Replacement Product” or “AR” means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. Availability of AR is limited and is provided only for Promet Remote Premium Service and Promet Remote Standard Service.
  - **Promet Remote Premium Service**
    - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
    - Perform trouble isolation 24 hours per day, 7 days per week, including Lumen observed holidays.
    - If Lumen and Customer determine an AR Product is required, Lumen will deliver AR Product within four hours, 24 hours per day, 7 days per week, including Lumen observed holidays to continue trouble isolation or implement trouble resolution. Availability of AR is limited and is provided only for Promet Remote Premium Service and Promet Remote Standard Service.
  - **Promet On-Site Standard Service**
    - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
    - Perform trouble isolation during Covered Hours.
    - If Lumen and Customer determine before 3:00 PM that an on-site Response is required, Lumen will respond on-site the next business day. “Response” means the period of time between (a) when Lumen 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 (b) when Lumen technician arrives at the site of the Covered Product or Non-Standard Product. “Field Replaceable Unit” means a 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. “Maintenance Release” means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.
    - Lumen will make reasonable effort to arrive at Customer’s site with all required replacement parts.
  - **Promet On-Site Premium Service**
    - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
    - Perform trouble isolation 24 hours per day, 7 days per week, including Lumen observed holidays.
    - If Lumen and Customer determine an on-site Response is required, Lumen will respond within four hours, 24 hours per day, 7 days per week, including Lumen observed holidays to continue trouble isolation or implement trouble resolution
    - Lumen will make reasonable effort to arrive at Customer’s site with all required replacement parts.
- **Customer Responsibilities:** Customer will perform the below tasks.
  - Provide information to assist Lumen in determining Service entitlement
  - Provide serial numbers and specific location of the Covered Product
  - Assist Lumen in accessing the Covered Product remotely either by modem or Internet
  - Provide 30-day notice to Lumen of any changes to the Covered Product listed on the Order Form
  - Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen
  - Perform due diligence to protect the Covered Product from abuse and misuse
- **Remote Access Device.** As part of the Service, Lumen may install a Remote Access Device (“RAD”) at Customer location to allow Lumen to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the Lumen management platform. After authentication, a secure tunnel between the Lumen management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the Lumen management

platform. Customer must return the RAD to Lumen within 30 days of termination of the Service. If the RAD is not returned to Lumen, Customer will be charged \$500, unless otherwise agreed to by Lumen and Customer.

- **Preventative Maintenance.** Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. Lumen will provide preventative maintenance information and/or guidelines per manufacturer requirements.
- **Defective Product Return.** Customer must return defective Product within 10 days of an AR Product shipment. Lumen retains the option to charge Customer for non-returned Product plus \$300.00 service charge.
- **Service Level Agreements (SLA).** If Service includes SLA, Lumen will credit Customer in the event Lumen fails to complete Engagement within one hour during Covered Hours after Customer initiation of a trouble report or complete Response on the next business day after determination by Customer and the Center that such Response is required. This SLA credit is limited to one month's Service charge of the Covered Product. Under no circumstances will Lumen be required to credit Customer in any one calendar month for charges greater than the monthly charges for affected Service. An SLA credit will be applied only to the month in which the event giving rise to the credit occurred. This SLA credit only applies if all the following conditions are true: (a) Customer has fulfilled all Customer responsibilities in this Detailed Description, (b) Customer has granted Lumen always available remote access to the Covered Product, (c) the Covered Product is located in zone one of Lumen's Guide, and (d) the reported trouble has a material impact to Customer. Lumen must receive a written request for SLA credit from Customer under this section within 10 days of Lumen's failure to meet SLA. Customer waives SLA credit if Customer fails to provide Lumen written request within 10 day period. SLA are provided for all Promet Maintenance Services.
- **Non-Standard Products.** Lumen may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. Lumen will review Customer's Covered Product to identify Non-Standard Products. Acceptance of an Order Form for Service does not bind Lumen to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of Lumen and is subject to change without notice. If Lumen discontinues support of Non-Standard Products, Lumen will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Non-Standard Part Maintenance section below. "Non-Standard Part" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Nokia, Polycom, and Mitel or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support.

#### 4.4 Non-Standard Part Support Service ("Services")

- **Service Description:** Lumen will provide maintenance services for Non-Standard Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Non-Standard Product" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Kentrox, Nokia, Nortel, Polycom, and Tasman Networks, or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work.
- **EOS and EOL Products.** This Detailed Description provides for the maintenance of EOS Products. Lumen will make an annual review of Customer's CPE to identify EOS and EOL equipment and software. Lumen will not provide Service for EOL equipment or software. Acceptance of an Order Form for Service does not bind Lumen to maintenance of EOL equipment or software. "End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer, but support and replacement equipment is available from the manufacturer or producer.
- **Lumen Responsibilities:** Lumen will perform the below tasks.
  - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
  - Perform trouble isolation during Covered Hours.
  - Respond on-site the next business day if Lumen and Customer determine an on-site Response is required. "Response" means the period of time between when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem or a Field Replaceable Unit is identified for replacement and when Lumen technician arrives at the site of the Non-Standard Part Product. "Field Replaceable Unit" means a 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.
- **Customer Responsibilities:** Customer will perform the below tasks.
  - Provide information to assist Lumen in determining Service entitlement
  - Provide serial numbers and specific location of the Non-Standard Part Product
  - Assist Lumen in accessing the Non-Standard Part Product remotely either by modem or Internet
  - Provide 30-day notice to Lumen of any changes to the Non-Standard Part Product listed on the Order Form
  - Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen
  - Perform due diligence to protect the Non-Standard Part Product from abuse and misuse
  - Comply with all manufacturer environmental requirements
- **Preventative Maintenance.** Manufacturer of the Non-Standard Part Product may provide guidance on methods and procedures that must be completed to protect warranties and/or extend the useful life of the Non-Standard Part Product. Lumen will provide preventative maintenance per manufacturer requirements.

## 5. Manufacturer Provided Maintenance

### 5.1 Service Description

Lumen will provide Lumen maintenance services to Customer through the Product manufacturer as defined by Product manufacturer (“Services”). Services may be referred to as “Support Services” and “Implementation” in certain ordering, quoting, and invoicing documents. Product manufacturer will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with the Service in accordance with terms applicable to the manufacturer’s standard product and service offerings. Service description terms of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Services will be subject to the applicable terms and conditions located on manufacturer’s website. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Services remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: <http://www.avaya.com/usa/services/category-support-services?view=offers>
- Adtran: <https://portal.adtran.com/web/url/procure>
- CheckPoint: <https://www.checkpoint.com/support-services/support-plans/>
- Ciena: <https://my.ciena.com/CienaPortal/s/documentation>
- Cisco: <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html>
- Cradlepoint: <https://cradlepoint.com/about-us/terms-of-service/>
- Dell-EMC: <https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm>
- Eaton: [https://www.eaton.com/us/en-us/site-search.searchTerm\\$Eaton::com%20:%20Warranties.tabs\\$all.html](https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html)
- HP: <https://support.hpe.com/hpesc/public/home>
- Juniper: <https://www.juniper.net/us/en/services/maintenance-services/>
- Mitel: <https://www.mitel.com/services/connect-services/mivoice-connect-manage>
- NetApp: <https://www.netapp.com/us/services/service-descriptions.aspx>
- Nokia: <https://www.nokia.com/networks/services/maintenance-services/>
- Palo Alto: <https://www.paloaltonetworks.com/legal>
- Polycom: <https://www.poly.com/us/en/legal/terms>
- RSA: <https://www.rsa.com/en-us/company/standard-form-agreements>

### 5.2 Manufacturer Warranties

Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Product. All Products purchased from Lumen, including any Product that is part of a system previously purchased from and installed by Lumen which is still under warranty, are subject to the terms and conditions set forth in the manufacturer’s warranty applicable to the Product. Products are sold to Customer with no warranty of any kind from Lumen. Warranties of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Services will be subject to the applicable warranty terms and conditions located on manufacturer’s website, provided that Lumen has the right to pass-through and assign the warranty to Customer. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Services remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>
- Adtran: [https://portal.adtran.com/web/page/portal/Adtran/wp\\_support\\_warranty](https://portal.adtran.com/web/page/portal/Adtran/wp_support_warranty)
- CheckPoint: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>
- Ciena: [https://my.ciena.com/CienaPortal/s/global-search/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsorce=\[Technical%20Publications](https://my.ciena.com/CienaPortal/s/global-search/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsorce=[Technical%20Publications)
- Cisco: <https://www.cisco.com/c/en/us/products/warranty-listing.html>
- Cradlepoint: <https://cradlepoint.com/about-us/terms-of-service/msp-addendum/>
- Dell-EMC: <https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm>
- Eaton: [https://www.eaton.com/us/en-us/site-search.searchTerm\\$Eaton::com%20:%20Warranties.tabs\\$all.html](https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html)
- HP: <https://support.hpe.com/hpesc/public/home>
- Juniper: <https://support.juniper.net/support/warranty/>
- Mitel: <https://www.mitel.com/legal/products-warranty-and-limitation-liability>
- NetApp: <https://www.netapp.com/us/services/service-descriptions.aspx>
- Nokia: [https://www.nokia.com/phones/en\\_gb/support/warranty/nokia-7-plus/US/en](https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en)
- Palo Alto: <https://www.paloaltonetworks.com/legal>
- Polycom: <https://www.poly.com/us/en/legal/terms>
- RSA: <https://www.rsa.com/en-us/company/standard-form-agreements>

Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Product manufacturer for services



provided directly by the Product manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Product manufacturer.

**LUMEN® MASTER SERVICE AGREEMENT  
LUMEN® CPE SERVICE SCHEDULE**

**1. General.** This Service Schedule for Products and Services is attached to and subject in all respects to the Lumen or CenturyLink Master Service Agreement, CenturyLink Total Advantage, or CenturyLink Loyal Advantage Agreement between Lumen and Customer. Capitalized terms not defined herein are defined in the Agreement. Lumen will provide Products and Services under the general terms of the Agreement, this Service Schedule, the CPE Service Guide, any Order, and any other applicable Service Attachment. This Service Schedule may not be used for the purchase of voice, video, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Products and Services hereunder, the following order of precedence will apply in descending order of control: this Service Schedule, the CPE Service Guide, the general terms of the Agreement, any Order, and any other applicable Service Attachment.

**1.1 Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, LUMEN'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO PRODUCTS AND SERVICES PURCHASED UNDER THIS SERVICE SCHEDULE, UNLESS OTHERWISE STATED IN THE CPE SERVICE GUIDE OR ORDER, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE ORDER RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE ORDER.

**1.2 Access to Emergency Response Services.** *911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") where the Service fails or degrades for any reason, such as failures resulting from power outages and CPE failure (e.g., Internet connectivity). Customers with CPE capable of supporting 911 emergency services will be responsible for separately coordinating with their network or premise-based solution service provider for acquisition and support of 911 emergency services.*

CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS, OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" IN THE UNITED STATES.

**2. Lumen CPE Products and Services.**

**2.1 Purchase.** Customer may purchase Products and Services by executing an Order to Lumen. "Order" means either (a) a written document issued by Customer for the procurement of Products and Services from Lumen; or (b) a Lumen quote or service order signed by Customer. The Order must include, as applicable, the (a) part numbers, (b) quantities, (c) descriptions, (d) manufacturer system identifiers and/or serial numbers, (e) maintenance prices, and (f) Maintenance Term. Customer's purchase of Products and Services is subject to and controlled by the CPE Service Guide. Customer will comply with the terms and conditions set forth in the CPE Service Guide, which is available at <https://www.lumen.com/service-guides>. By executing an Order with Lumen, Customer warrants that Customer has read and agrees to the terms and conditions of the CPE Service Guide. Lumen reserves the right to amend the CPE Service Guide at any time. Customer's continued use of Products and Services constitutes acceptance of those changes. If an Order issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Schedule or the CPE Service Guide in any way whatsoever, notwithstanding any provisions in an Order to the contrary. Any Order must (a) reference and incorporate this Service Schedule, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the CPE Service Guide.

**2.2 Lease Option.** Customer may lease certain Products and Services pursuant to a separate lease agreement with a third-party lease provider or with Lumen (the "Lessor"). Lumen will provide the Product to Customer and receive full payment for the Product from the Lessor. If Customer fails to comply with the Lease, including without limitation, any requirements for final acceptance of the Product, which results in the Lessor's refusal to pay Lumen in full for the Product, Customer agrees to pay Lumen in full for the Product. Until Lumen is paid in full for the Product, Customer will at its own expense, keep the Product free and clear of any claims, liens, and encumbrances of any kind. "Lease" means a separate agreement with a third-party lease provider or with Lumen used to finance Product.

**3. Customer Responsibilities.**

**3.1 Acceptance.** For Products, "Acceptance" means Customer agrees that Lumen has delivered the Products identified in the applicable Order. Customer agrees that Lumen has delivered the Products when either; (a) the Products ship from the manufacturer where Lumen does not install the Products; or (b) the Products are delivered to Customer where Lumen or Lumen's designated third party installs or configures the Product. Customer will notify Lumen in writing of any portion of Products that do not operate materially in accordance with the manufacturer's specifications. Failure to notify Lumen within 10 days of actual delivery date constitutes final Acceptance. Lumen will have the right to cure any rejected portion of the Products. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

For Services, "Acceptance" means Customer agrees that Lumen has provided the applicable Services identified in the applicable Order. For maintenance Services, Customer agrees that Lumen has provided the Services when; (a) Customer Service Entitlement is established with Product manufacturer, and (b) Customer is notified of Entitlement by Lumen. "Entitlement" means Product manufacturer is obligated to provide Services to Customer. Customer will notify Lumen in writing of any portion of the Services that is

**LUMEN® MASTER SERVICE AGREEMENT**  
**LUMEN® CPE SERVICE SCHEDULE**

unacceptable. Failure to notify Lumen within 10 days of Entitlement/job completion notification constitutes final Acceptance. Lumen has the right to cure any portion of the Services that has been rejected. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

**3.2 Charges.** Charges for Products and Services will be specified in each Order and are due upon Customer's receipt of the invoice or as otherwise stated in the applicable Order. Non-recurring charges will apply to the purchase of CPE, Installation and all Maintenance types. Monthly recurring charges will apply to the purchase of CPEaaS. Certain charges and fees, including but not limited to expedite fees, may be set forth in the CPE Service Guide. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Charges are billed on an annual basis for non-standard part support and manufacturer-provided maintenance Services. The first annual payment is due upon Customer's receipt of Lumen invoice, and subsequent payments are due in full at the beginning of each subsequent year throughout the Service Term or for the full term. Lumen may cease providing the applicable Products and Services if payment is not made when due. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed Order. The MRC for CPEaaS will be used to calculate Contributory Charges, if applicable.

**3.3 Term; Termination; Termination Charges.** This Section replaces the Cancellation and Termination Charges section in the Agreement. The Products and Services will continue for the term specified in the applicable Order or the period of time necessary to perform the Products and Services identified in the applicable Order is complete ("Service Term"), unless terminated by either party pursuant to the terms of this Schedule. Except as otherwise provided, either party may terminate an applicable Products and Services upon 30 days prior written notice. Customer cannot terminate Orders for Products provided on a drop ship basis without prior written authorization from Lumen and issuance of a return material authorization ("RMA") number pursuant to Lumen's RMA Policies set forth in the CPE Service Guide. Customer will remain liable for charges accrued for the applicable Products and Services but unpaid as of the termination date plus, if applicable, any Termination Charges. Termination Charges are waived if Customer and Lumen execute a new Order with a value equal to, or greater than, the balance of the terminated Order and specifically designed to offset the terminated Order. For Products, Termination Charges equal 25% of Product price to Customer ("Restocking Fees"). Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to Lumen. If Customer breaches its obligations relating to an Order for Products after delivery, Lumen may, in addition to the Termination Charges and any other remedies: (a) declare all sums due and payable immediately; (b) discontinue discounts related to the Products; (c) cease installation or delivery or disconnect and deactivate Products until amounts due are paid; or (d) retake possession of Products and retain all sums paid by Customer as a setoff against expenses incurred.

For non-standard part maintenance Services, Termination Charges equal the (monthly rate of service(s) terminated) x (20%) x (months remaining in the term of the service). For manufacturer-provided maintenance Services, Termination Charges equal the unpaid balance for Service remaining in the Service Term. For Promet Maintenance and Centurion Maintenance Services, if Lumen has agreed to accept payment for Service in installments, Termination Charges equal 100% of any charges for Service that would have become due during the remainder of the Service Term.

The Service Term for CPE as a Service ("CPEaaS") commences upon Acceptance and will continue for the number of months set forth in the Order. Upon completion, the Service Term for CPEaaS will (a) expire for orders placed on or after December 17, 2018; or (b) automatically renew at the same rate for orders placed prior to December 17, 2018, and number of months (the "Renewal Service Term") unless, with at least 60 days' prior written notice, either party elects to terminate the Renewal Service Term. For orders placed prior to December 17, 2018, "Service Term" for CPEaaS means the first Service Term and each Renewal Service Term, as applicable. Termination Charges for CPEaaS equal (c) 100% of any charges for Service that would have become due during the remainder of the Service Term and (d) if notice of termination is received less than 60 days prior to expiration of the Service Term, and Lumen has already ordered the maintenance from its vendor for any applicable Renewal Service Term, Customer will also pay 100% of the amount paid by Lumen to the third party maintenance provider.

**4. Definitions.**

"Customer Premises Equipment" or "CPE" consists of hardware, software, and materials used in the transport and/or termination/storage of data, video and voice transmission.

"Products" means CPE and Software offerings from Lumen.

"Services" means offerings from Lumen that (a) CPE Maintenance and Software Maintenance, (b) install, maintain or manage CPE; (c) support Customer network management objectives, or (d) are consulting, professional, technical, development, and/or design services.

**LUMEN MASTER SERVICE AGREEMENT  
INTERNET SERVICES SERVICE SCHEDULE**

**1. General.** This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services or CenturyLink IQ Networking Internet Port (“Internet Port”) on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen’s standard Master Service Agreement (the “Agreement”). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.

**1.1 Additional General Terms.** Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Services.**

**2.1 Service Description.** Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet (“Service”). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports. Additional features and functionality may include:

- a. IP Addresses. IP Address space with proper justification.
- b. Primary DNS / Secondary DNS. Primary or Secondary DNS as requested.
- c. Static routing / BGP peering. Static routing or BGP peering options available.
- d. On-line bandwidth utilization reports. On-line bandwidth utilization reports available through the customer portal.
- e. Basic security service. Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000.

**2.2 Billing Types.**

Fixed-rate. Service with fixed-rate, flat rate, or tiered billing provides a set amount of bandwidth at a fixed-rate MRC (“Fixed-rate”). No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Burstable. For Service provided with burstable bandwidth, the MRC is based on Committed Information Rate (“CIR”) (which is also called a Committed Data Rate (“CDR”)). The CIR/CDR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Burstable usage is any usage in excess of CIR/CDR. Burstable usage charges will apply on a per Mbps basis at the rate stated in the Order. Burstable usage charges will be billed on a 95<sup>th</sup> percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.

Aggregate Burstable. Burstable Services may also be provided on an aggregated basis. For Aggregate Burstable Service, the bandwidth MRC is based on the Aggregate Committed Information Rate (“ACIR”) (which is also called an Aggregate Committed Data Rate (“ACDR”)). The ACIR/ACDR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Aggregate Burstable Usage is any usage in excess of ACIR/ACDR. Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Aggregate Burstable Usage is calculated on a 95<sup>th</sup> percentile basis across all included ports.

**2.3 On-Net and Off-Net Access.** Access services provided entirely on the Lumen owned and operated network (“Network”) are “On-Net Access Services”. Additionally, Lumen may use third parties to reach Customer’s site from the Lumen Network (“Off-Net Access Services”). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access.

**LUMEN MASTER SERVICE AGREEMENT  
INTERNET SERVICES SERVICE SCHEDULE**

**2.4 Converged Voice-Internet Service.** Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

**2.5 Lumen Arranged Third Party Procured Internet Services.** For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to arrange Internet Services using third party providers ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, South Korea, Taiwan, Thailand, and Vietnam. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Lumen and accordingly, is provided on a best effort and as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Burstable and Aggregate Burstable pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

**2.6 Third Party Peer Destined Traffic.** If at any time Lumen's provision of High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service to Customer (and/or any of its Affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen shall provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes on this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen shall provide as much notice as is practicable under the particular emergency condition.

**2.7 Intended Use.** Any High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its Affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen Affiliate, then Lumen, in its sole discretion, shall have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

**2.8 Service Levels.** Lumen Internet Services are subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

### **3. Customer Responsibilities.**

**3.1 Charges.** Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Fixed-rate, Burstable, or Aggregate Burstable billing types.

**3.2 Additional Customer Responsibilities.** Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. Unless the parties

**LUMEN MASTER SERVICE AGREEMENT  
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otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**3.3 Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

**3.4 Business Contact Information.** Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**LUMEN MASTER SERVICE AGREEMENT  
LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE  
SERVICE SCHEDULE**

**1. General.** This Service Schedule forms part of the Master Service Agreement between Lumen and Customer (“Agreement”) and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer hereunder.

**1.1 Additional General Terms.** All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

**2. Services.**

**2.1 Service Description.** MPLS VPN Service includes two (2) virtual private network (“VPN”) services, IPVPN and VPLS, providing private site-to-site communications over Lumen’s MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together “Customer Sites”) through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN (“SNLAN”) allows multiple Customer locations to interconnect within a single Lumen-defined metro area network (“MAN”). The VPLS offer of Extended Native LAN (“ENLAN”) allows Customer to connect multiple SNLAN networks between MANs.

**2.2. Additional Features.**

Additional features and functionality may include:

**a. Enhanced Reporting.** Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as “Enhanced Reporting”). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer’s location, Enhanced Management will be included with Customer’s MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA’s for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

**b. Class of Service (CoS).** Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If a Service Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the Committed Information Rate or Peak Information Rate.

**c. Smart Demarcation.** In certain locations, where available, for VPN and VPLS services with Ethernet access in the domestic U.S. and VPLS services with Ethernet access outside of the U.S., Lumen provides ‘Smart Demarcation’ which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or “NID”) used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

**2.3. Additional Services.**

The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

**a. Lumen Internet Services.** As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

**b. Lumen Enterprise Voice SIP Based Services.** As part of a Converged Service, Customer may order SIP based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

**c. Application Performance Management.** As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management (“APM”) which provides near real-time information for live monitoring and historical data for



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analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element ("ASE").

**d. Managed Network Services.** As an additional Service offering, where available Customer may order Lumen Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

**e. Secure Access.** As an additional Service offering, where available Customer may order Secure Access Site and Secure Access Cellular.

**f. Managed Security Services.** As an additional Service offering, if available Customer may order certain managed security services ("MSS") which may be available on a cloud-based (MSS-Cloud) solution. The MSS Cloud solution may also be referenced as a Secure Internet Access Firewall or SIA Firewall when ordered in conjunction with Lumen MPLS Service.

**2.4. On-Net and Off-net Access.** Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

**2.5 Service Levels.** MPLS VPN Service is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

### **3. Customer Responsibilities.**

**3.1 Charges.** Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Level 3 Enterprise Voice SIP Based Services (either combination is referred to herein as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

**3.2 General Customer Responsibilities.** Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer's Site, Customer shall (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer's expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

**3.3 Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

**3.4 Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen Affiliate which provides the local Service(s) containing terms necessary to comply with local laws/regulations, and such Lumen Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

**3.5 Business Contact Information.** Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact

**LUMEN MASTER SERVICE AGREEMENT  
LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE  
SERVICE SCHEDULE**

Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**LUMEN MASTER SERVICE AGREEMENT  
RENTAL CPE SERVICE EXHIBIT**

**1. General; Definitions.** Lumen will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the Lumen order request form issued and executed by Lumen and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any Lumen bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

**2. Delivery and Return.** CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. Lumen will provide Customer with return instructions. Customer will deliver CPE to Lumen in the same condition it was on the Effective Date, normal wear and tear excepted, and give Lumen written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and Lumen may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

**3. Ownership and Use.** Except as provided in Paragraph 2, CPE is the personal property of Lumen, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of Lumen. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by Lumen in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow Lumen the inspection of the CPE at any time. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen. Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due hereunder.

**4. Software.** Software licensor has retained title to the software. To the extent possible, Lumen grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**5. Insurance.** Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

(a) Commercial General Liability with limits not less than \$1,000,000 per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including Lumen or a third-party provider designated by Lumen, as loss payee as their interests may appear.

Lumen, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by Lumen, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to Lumen evidence of the insurance required herein.

**6. Charges.** The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of Lumen's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). Lumen may cease providing Service and demand return of CPE if payment is not made when due.

**7. CPE Replacement Recovery Charge.** Where CPE rented from Lumen is replaced due to loss or damage not covered by maintenance as set forth in Section 9 below (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover Lumen's cost to ship the new CPE. If Customer requires on-site assistance from Lumen to install the replacement CPE, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

**8. Term.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either

**LUMEN MASTER SERVICE AGREEMENT  
RENTAL CPE SERVICE EXHIBIT**

party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to Lumen: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

**9. Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, the CPE Service Guide, or the Custom Solutions and Services Schedule, and are incorporated by reference, made a part of this Service Exhibit, and may be changed at any time. Customer is responsible for informing Lumen of the existence, location and condition of any Hazardous Substances that may be in or around the Lumen work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold Lumen harmless from any fines or other liability of Lumen arising from Customer's failure to inform Lumen of hazardous substances.

**10. Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, Lumen makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by Lumen impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by Lumen; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

**11. Miscellaneous.** With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

**12. Other Terms.**

**12.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**12.2 Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by Lumen for Cause prior to conclusion of the applicable CPE Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by Lumen for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Lumen of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**12.3 Service Notices.** Notices for disconnection of Service must be submitted to Lumen via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: Lumen, Attn.: Lumen NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its Lumen sales representative.

**12.4 CPNI.** Lumen is required by law to treat CPNI confidentially. Customer agrees that Lumen may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Lumen's behalf, to determine if Customer could benefit from the wide variety of Lumen products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Lumen in writing. Customer's decision regarding Lumen's use of CPNI will not affect the quality of service Lumen provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**12.5 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

## LUMEN® SD-WAN WITH VMWARE SERVICE SCHEDULE

**1. General.** “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Schedule. This Service Schedule applies when Customer orders Lumen SD-WAN with VMware Service (“SD-WAN Service”) which may be designated as Tailored Managed Network Service in the Order acceptance, service delivery, billing and related documents (collectively, the “Services”). In order to qualify for Service, Customer must also purchase, and execute a Statement of Work for Tailored Managed Network Service-Lumen SD-WAN with VMware Service (“Managed Service”). This Service Schedule incorporates the terms of the Custom Solutions and Services Schedule, applicable Tailored Managed Network Service-Lumen SD-WAN with VMware Service SOW, and the Master Service Agreement or other service agreement pursuant to which Lumen or an affiliate (“Lumen”) provides services to Customer (the “Agreement”). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Services.

**1.1 Additional General Terms.** These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen’s notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

All invoices will be issued to Customer and paid in the currency specified in the Order, Lumen-issued quote, Order Form, or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

## 2. Services.

**2.1 SD-WAN Service Description.** SD-WAN Service is a software-defined cloud networking service that allows Customer to securely route traffic over its various network connections between Customer’s branch locations and to the internet based on configurations developed by Lumen and Customer. SD-WAN Service utilizes software provided on a network of gateways, software either deployed on an edge CPE device (“SD-WAN Device”) at Customer’s data center or branch location or into a Customer provided cloud environment (“Virtual SD-WAN”), and a network-connected orchestrator. The SD-WAN Device associated with SD-WAN is provided on a rental basis. Lumen or its supplier stages, configures, and ships the SD-WAN Device to the Customer site. In some cases, repackaged or substitute CPE may be used. Lumen supports SD-WAN Service using diverse cloud infrastructure and a password-protected management portal (“Management Portal”).

SD-WAN Service is available in the following Software subscriptions: Standard, Enterprise, or Premium. The Standard service package provides hub and spoke connectivity and includes support for up to 50 branch locations, standard analytics which provide Customer with visibility into the overall health of its network, and Quality of Service (QoS). The Enterprise service package provides mesh topology and includes support for unlimited branch locations, multicast, and all features included in the Standard service package. The Premium service package includes support for unlimited branch locations, predictive analytics which evaluate past network performance in order to predict future outcomes and trends, and all features included in the Enterprise service package.

**2.2 Administration and Management.** The SD-WAN Service is offered as a managed service and Lumen will manage the SD-WAN Service as described in the applicable Tailored Managed Network Services-Lumen SD-WAN with VMware SOW. Lumen will also provide Customer with access credentials to remotely co-manage the SD-WAN Service through the Management Portal. Within the Management Portal, Customer may make network configuration changes such as routing and security policies on an as needed basis. Lumen resources are available 24x7 for support. Lumen is not responsible for outages or security incidents that occur due to Customer changes or configuration. Lumen or its supplier will maintain global administrative access to SD-WAN Service at all times and will maintain the root password for all functions. Lumen is not responsible for any services, systems, software, or equipment Customer uses with SD-WAN Service which are not provided by Lumen. Lumen will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers). If Customer’s SD-WAN Service is Virtual SD-WAN, Lumen will not manage Customer’s cloud environment.

The Management Portal also provides Customer with the following analytical information: (i) SD WAN Device status including health and reachability (ii) network activity (iii) network performance (iv) SD-WAN Device location (v) firmware summary (vii) alarm summary (viii) summary of recent events, (ix) application performance (x) services in use, and (xi) policy violations.

**2.3 SD-WAN Service Additional Options.** Customer may order two SD-WAN Service packages at the same site to create a high-availability resilient network design ("High Availability Service"), where available.

**2.4 Service Levels.** SD-WAN Service is subject to the Service Level Agreement set forth in the applicable Tailored Managed Network Services-Lumen SD-WAN with VMware Service SOW.

### **3. Customer Responsibilities.**

**3.1 Charges.** Customer will pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), set forth in the applicable Tailored Managed Network Services SOW. Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer's failure to comply with this Service Schedule and/or Customer's request for changes in services, unless such change is due to an act or omission of Lumen. In the event that Customer terminates the SD-WAN Service prior to the end of the Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay early termination liability as set forth in the applicable Tailored Managed Network Services -Lumen SD-WAN with VMware Service SOW.

Charges for certain Services are subject to (a) a property tax surcharge, and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen 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 <https://www.lumen.com/taxes>.

**3.2 SD-WAN Specific Responsibilities.** Customer is responsible for providing design specifications, including authentication methods and user role information. Customer is solely responsible for all equipment and other facilities used with the Service which are not provided by Lumen or its supplier. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each such contact (the "Customer Security Contacts"). Customer will ensure that Lumen is informed of any changes to the designation of, and contact details for, the Customer Security Contacts. Customer will ensure that at least one Customer Security Contact is available to be contacted by Lumen at any given time (24x7x365).

Customer may not resell the Services and may use the Services only within Customer's sites. Customer may not allow any third party to use the SD-WAN Device and may only allow Lumen or its supplier to service the SD-WAN Device. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information necessary to use the SD-WAN Service. If Lumen determines that SD-WAN Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the SD-WAN Service, Lumen has no obligation to provide Service at that location. Customer must provide Lumen with 30 days notice before any move or relocation of SD-WAN Service. If Customer fails to so notify Lumen, Customer will not be entitled to any service level credits for any service deficiencies that occur as a result of the move or relocation of SD-WAN Service.

**3.3 Use Restrictions.** Customer will not use Services: (a) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (b) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; (c) to distribute spam or malware; (d) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service or any other service, device, data, account, or network; (e) in any way intended to work around the SD-WAN Device's technical limitations; (f) to disable or defeat any capacity-limiting feature of the Service or use the Service at a greater capacity rate than Customer has subscribed; (g) with any unsupported hardware or software; (h) for workloads or applications used to control or operate activities with a likelihood of injury or death, including but not limited to controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario where failure could lead to personal injury, death, or environmental damage; or (i) in violation of Lumen's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

**3.4 Additional Privacy/Data Protection Terms.** Customer consents to Lumen's processing and use of Customer traffic and personal information solely in connection with its performance of the Services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner.

**3.5 Customer's Security Policies.** Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that Lumen will implement security policies as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guarantee that the Services under this Service Schedule will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED THAT CONTENT WILL BE BLOCKED OR ALLOWED IN ACCORDANCE WITH CUSTOMER'S POLICIES OR THAT THE SERVICES WILL

RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. If any equipment or software not provided by Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SD-WAN Service, or that use common network features, have appropriate security controls. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

**3.6 Acknowledgment.** Customer acknowledges that SD-WAN Service consists of third party provided components. If Lumen's underlying provider decides to (a) not continue to provide or renew the Service with Lumen and/or (b) modify or end of life a component(s), Lumen will use commercially reasonable efforts to migrate Customer to a comparable component or another Lumen service, at Lumen's discretion. Such migration will occur without regard to Customer's current term. Lumen and its affiliated companies will not be liable to Customer or indemnify Customer for any claims of infringement of patent, copyright or other intellectual property right related to third party software components.

**4. Additional Limitations.** Notwithstanding anything to the contrary in the Agreement, with respect to SD-WAN Service, no indemnification, security or data protection obligations, warranties, or representations apply. Lumen's suppliers have no liability of any kind under the Agreement. Customer may not bring a claim directly against any of Lumen's suppliers under the Agreement.



**CENTURYLINK MASTER SERVICE AGREEMENT  
CENTURYLINK® MANAGED CISCO SD-WAN SERVICE  
SERVICE SCHEDULE**

**1. Applicability.** This Service Schedule applies when Customer orders CenturyLink Managed Cisco SD-WAN Service (“Managed Cisco SD-WAN”) and the associated Access Services as described herein (collectively, the “Services”). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the “Agreement”). Terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule shall control with respect to the Service herein. Customer expressly agrees that CenturyLink may use third party suppliers to provide the Service, provided that CenturyLink remains responsible to Customer hereunder.

**2. Service Description.** Managed Cisco SD-WAN is a management overlay that uses software, deployed on a CPE appliance at Customer’s location (“SD-WAN Device”). Managed Cisco SD-WAN allows Customer to build a homogeneous private network through different types of network connections. The SD-WAN Device establishes logical connections with other Customer edge CPE appliances across a physical WAN. CenturyLink supports Managed Cisco SD-WAN through diverse cloud infrastructure and a password-protected management portal. Managed Cisco SD-WAN provides an entry point for Customer’s locations by authenticating the site and establishing a secure channel between those locations. The management portal provides centralized configuration and management.

**2.1. CenturyLink Provided CPE.** CenturyLink Provided CPE associated with Managed Cisco SD-WAN may be provided on a rental CPE basis (“Rental CPE”) or purchased by Customer for an NRC (“Purchased CPE”). All CenturyLink Provided CPE and associated software is subject to all applicable terms and conditions set forth by the manufacturer or publisher including any end-user license agreement, warranties, and return material authorization policy.

**2.2. Customer Provided CPE.** CenturyLink will manage a Customer owned Cisco CPE appliance that is SD-WAN compatible. If Customer’s CPE otherwise meets CenturyLink’s qualifications but is not configured to support SD-WAN service, CenturyLink will provide a hardware accessory to make the CPE SD-WAN compatible (“Converted Device”). A list of CPE types eligible for conversion is available on request. Customer understands that CenturyLink is not responsible for any damage to the Customer’s CPE during the conversion process.

**2.3. Maintenance Options.** CenturyLink offers the following maintenance options for eligible Customer provided CPE and CenturyLink provided CPE:

**Next Business Day Response (NBD):** If CenturyLink determines that there is an issue with the CPE, CenturyLink will use commercially reasonable efforts to ship a replacement CPE device to Customer within the next business day if Customer notifies CenturyLink by 1:00 PM Mountain Time the prior business day. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer’s approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case

**24x7 4 Hour Response (24x7):** Subject to availability, Customer may order 24x7 at an additional charge for each location. CenturyLink support is available twenty-four (24) hours per day, seven (7) days per week, including observed holidays. If CenturyLink determines that there is an issue with the CPE, a technician will arrive at the Customer site within 4 hours of problem dispatch as determined by CenturyLink.

If CenturyLink determines on-site installation or on-site maintenance are necessary, CenturyLink will provide a technician at the customer premises. In the event that CenturyLink dispatches a technician, the technician will be on Customer’s premises for four (4) hours. If CenturyLink determines that additional time is needed, Customer will be charged an additional \$250 per hour per technician. CenturyLink will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer’s failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party.

**3. CenturyLink Procured Third Party Provided Broadband and Cellular Back-Up Services.** In conjunction with Managed Cisco SD-WAN, Customer may purchase CenturyLink procured broadband access service and/or cellular back-up access service (“Access Services”) if available. Broadband access service is an unsecure local internet broadband connection. Cellular back-up access service leverages third party cellular network connectivity and is established utilizing CPE (internal modem or an external enterprise-class cellular-to-Ethernet bridge) in a back-up only or failover situation. If Customer purchases Access Services, those services are subject to the terms of this Service Schedule.

**4. Administration and Management.** CenturyLink or its supplier will perform ongoing management, monitoring, and reporting of Managed Cisco SD-WAN. Customer can submit configuration or change requests to CenturyLink by completing a Work Authorization Confirmation Approval Form. Customer will have read-only access to Managed Cisco SD-WAN. CenturyLink or its supplier will maintain global administrative access to Managed Cisco SD-WAN at all times and will maintain the root password for all functions. Customer may have the option to co-manage certain configurations. A list of the configurations eligible for co-management is available upon request. CenturyLink is not responsible for outages or security incidents that occur due to Customer change requests or configuration requests. CenturyLink is not responsible for any services, systems, software, or equipment Customer uses with Managed Cisco SD-WAN which are not provided by CenturyLink. CenturyLink will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers).

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**5. Charges.** Customer shall pay the monthly recurring charges (“MRCs”) and non-recurring charges (“NRC”) as set forth in the Order and usage charges (related to Access Services, if any) set forth in the Order in accordance with the Agreement. Customer shall also pay any applicable Ancillary Service Request Fees as set forth in the Order or Work Authorization Confirmation Approval Form. Customer agrees to pay and/or reimburse CenturyLink for its additional time for fees, costs, and expenses resulting from Customer’s failure to comply with this service and/or Customer’s request for changes in services, unless such change is due to an act or omission of CenturyLink. In the event that Customer terminates the Managed Cisco SD-WAN and/or Access Service prior to the end of the Service Term, Customer must provide CenturyLink with 60 days’ advanced written notice and Customer shall pay early termination liability as set forth in the Agreement.

**6. Service Levels.**

(a) If CenturyLink or its supplier causes Downtime which is not isolated to an issue with the CPE, and the outage is not resolved within 12 hours, Customer will receive a service level credit equal to twenty percent (20%) of the MRC for the affected Managed Cisco SD-WAN service (“Availability Credit”). Customer will not be eligible for an Availability Credit during the first three months Customer’s Service is activated. In no event will CenturyLink pay more than one Availability Credit per month per affected Managed Cisco SD-WAN service. If Downtime is caused by an issue with the CPE and Customer has purchased a maintenance plan from CenturyLink, CenturyLink will ship a replacement device to Customer’s premises according to the applicable maintenance time frame set forth in Section 2 as Customer’s sole remedy. Customer will not be entitled to any monetary remedy. If Downtime is caused by the CPE and Customer has not purchased a maintenance plan from CenturyLink, Service is provided on a best efforts basis and no service credits apply.

(b) CenturyLink does not provide any service level credits for Service Unavailability for broadband access without cellular back-up service. The availability service level of broadband access is 99.99% when combined with cellular back-up service. In the event that CenturyLink fails to achieve the availability SLA, Customer shall be entitled to a credit as a percentage of its MRC for the affected broadband access service as follows:

<b>Cumulative Unavailability (in hrs:mins:secs)</b>	<b>% of broadband access MRC</b>
00:00:01 – 00:04:18 (99.99%)	No credit
00:04:19 – 00:43:00	10%
00:43:01 – 04:00:00	15%
04:00:01 – 12:00:00	30%
12:00:01 or greater	50%

(c) Definitions.

(i) “Downtime” is an interruption of Managed Cisco SD-WAN (for reasons other than an Excused Outage or caused by an issue with Customer’s underlying transport) which is confirmed by CenturyLink. Downtime is measured from the time Customer opens a trouble ticket with CenturyLink to the time the Managed Cisco SD-WAN service is restored.

(ii) “Excused Outage” is defined as any event that adversely impacts the service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by CenturyLink or its third party providers; (c) scheduled maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (e) CenturyLink’s lack of access to the Customer premises where reasonably required to restore the service; (f) Customer’s failure to release the service for testing or repair and continuing to use the service on an impaired basis; (g) CenturyLink’s termination of service for Cause or Customer’s use of service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer; or (i) force majeure events.

(iii) “Service Unavailability” is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets from an individual Customer site over both (a) the broadband access and (b) cellular back-up service.

**7. Ownership.** For Managed Cisco SD-WAN, no license is conveyed nor is any right, title, or interest in any intellectual property or other proprietary right transferred to Customer. CenturyLink’s intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party or its licensors. The software and all copyrights, patent rights and all intellectual property rights related thereto are the sole and exclusive property of CenturyLink or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at CenturyLink’s sole discretion), non-sublicensable, non-assignable right to access and/or use the software solely in association with the Service hereunder during the service term. Customer shall not make error corrections or otherwise modify or adapt the software or create derivative works based upon the software. Customer shall not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing shall automatically result in termination of any license granted herein. Export restrictions must be followed for encryption technology.

Rental CPE is the personal property of CenturyLink or its supplier, notwithstanding that the Rental CPE, or any part thereof, may be affixed or attached to Customer’s real property or any improvements thereon. Customer has no right or interest to the Rental CPE other than as

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provided herein and will hold the Rental CPE subject and subordinate to the rights of CenturyLink or its supplier. Customer will: (a) at its own expense, keep the Rental CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the Rental CPE, except as approved by CenturyLink in writing. Customer will not remove, alter, or destroy any labels on the Rental CPE and will allow CenturyLink or its supplier to inspect the Rental CPE at any time. Customer must use not less than a reasonable standard of care to store and protect Rental CPE and shall be responsible for providing a safe and secure environment for the equipment in accordance with CenturyLink's specifications. Customer agrees to: (i) not alter, move, or disconnect Rental CPE and (ii) notify CenturyLink as soon as Customer is aware of any circumstances that may adversely affect the Rental CPE or its operation. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the Rental CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend, and hold harmless CenturyLink, its affiliates, and suppliers for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

All Purchased CPE and hardware accessory (collectively "Sold Equipment") sales are final. Ownership and all risk of loss of Sold Equipment except damage caused by CenturyLink, its agents or subcontractors, will transfer to Customer upon when (A) the Sold Equipment ships from the manufacturer where CenturyLink does not install the Sold Equipment or (B) the Sold Equipment is delivered to Customer's designated location where CenturyLink installs the Sold Equipment. CenturyLink will invoice Customer for Sold Equipment upon delivery confirmation. Until Customer pays CenturyLink in full for any Sold Equipment, Customer (1) grants to CenturyLink a continuing security interest in such Sold Equipment, including additions, replacements and proceeds; (2) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (3) will not transfer the Sold Equipment or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink. Sold Equipment is sold on an "as-is and where-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose. CenturyLink will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Sold Equipment.

**8. Insurance.** Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where Rental CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined herein, then Customer must comply with the applicable higher value as required by law.

(a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the Rental CPE, including CenturyLink or a third party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to any and all indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

**9. Customer Responsibilities.**

(a) Customer is responsible for providing design specifications, including authentication methods and user role information. Customer is solely responsible for all equipment and other facilities used with Managed Cisco SD-WAN which are not provided by CenturyLink. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each such contact (the "Customer Security Contacts"). Customer will ensure that CenturyLink is informed of any changes to the designation of, and contact details for, the Customer Security Contacts. Customer will ensure that at least one Customer Security Contact is available to be contacted by CenturyLink at any given time (24x7x365). Customer shall ensure CenturyLink and its representatives and its third party suppliers have access to Customer sites for the installation, maintenance, and removal of equipment and services as scheduled, including obtaining all landlord approvals or letters of agency. Customer shall be responsible for providing a safe and secure environment for the equipment and will be responsible for loss or damage to equipment at Customer sites not caused by CenturyLink. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable delivery of Managed Cisco SD-WAN. Customer may not resell the services and may use the services only within Customer's sites. CenturyLink may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information necessary to use the Access Service.

(b) Use Restrictions. Customer will not use service: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network or infrastructure. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the services, including via Customer's facilities, if applicable, or (iii) in violation of CenturyLink's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

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If Customer orders Access Services, Customer shall not use the cellular access service other than in backup capacity. Without limitation to CenturyLink's other remedies under the Agreement, CenturyLink reserves the right to charge, and Customer agrees to pay, for any misuse of cellular access services or its components, and/or or such usage in excess of CenturyLink's established data pool for Customer, separately at the rates then charged to CenturyLink by the third party cellular provider. Additionally, if CenturyLink provides Customer notice of such use of which CenturyLink becomes aware, CenturyLink may terminate the cellular access service within 10 days of such notice if such use does not cease. Any use of the cellular access service in a primary or non-backup manner will give CenturyLink the right to immediately suspend such service and Customer shall be liable to CenturyLink for any overage fees that may be charged to CenturyLink for use of the cellular access service beyond a failover. CenturyLink is not responsible, however, for monitoring for such usage by Customer.

(c) **Rental CPE Return or Replacement.** CenturyLink will provide Customer with instructions on return of Rental CPE. Customer will deliver Rental CPE to CenturyLink in the same condition it was on delivery to Customer, normal wear and tear excepted, and give CenturyLink written notice of such return. If Rental CPE is not returned within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Rental CPE and CenturyLink may invoice Customer the then-current value of the applicable Rental CPE model ("Replacement Cost"). Where Rental CPE is replaced due to loss or damage (for example, damage from accident, misuse or abuse), Customer will pay: (i) the Replacement Cost for the damaged CPE, and (ii) a one-time charge to cover CenturyLink's cost to ship the new CPE.

(d) **Purchased CPE or Customer Provided CPE.** Customer is responsible for maintaining a current maintenance agreement with Cisco or purchasing maintenance from CenturyLink. If the Customer Provided CPE is a Converted Device, Customer is responsible for ensuring the existing maintenance agreement with Cisco is updated to reflect any device modifications. Customer must execute any Letters of Agency required to facilitate CenturyLink's provisioning and management of Service. Unless provided by CenturyLink, Customer is required to maintain the associated software license for the Purchased or Customer Provided CPE and maintain the software within one version of the current release. Customer is required to inform CenturyLink of the type of licenses associated with the Purchased or Customer Provided CPE, as well as any other information requested by CenturyLink in relation to the Purchased or Customer Provided CPE or associated license required to facilitate CenturyLink's provisioning and management of Service. Customer is also responsible for proper disposal of the Purchased or Customer Provided CPE, and hereby releases CenturyLink from all and any liability relating in any way to the Purchased CPE or Customer Provided CPE.

(d) To the extent required by law, Customer acknowledges and agrees that It is solely responsible for: (i) notifying its employees, vendors, contractors, or other users that network communications/transmissions on the Customer's network may be monitored, screened, and/or logged by Customer or CenturyLink on Customer's behalf and (ii) obtaining the consent of such employees, vendors, contractors, or other users to such monitoring and/or logging (which may include, where sufficient at law, implied consent).

**10. Customer's Security Policies.** Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that CenturyLink will implement security policies relating to Services as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network, data, and computer systems. CenturyLink makes no guaranty that the services hereunder will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. CENTURYLINK MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. CENTURYLINK MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. Customer is responsible for backing up and protecting its own data against loss, damage, theft, or destruction. If any equipment or software not provided by CenturyLink impairs Customer's use of any service, Customer will nonetheless be liable for payment for all Services provided by CenturyLink. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with Managed Cisco SD-WAN, or that use common network features, have appropriate security controls. Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the service, such as planned outages, configuration changes, maintenance, or systems changes.

**11. Special Terms for Access Services.**

(a) CenturyLink will use reasonable efforts to procure the Access Service type per Customer site as identified in the Order. However, CenturyLink does not commit that a certain access service type or technology will be available at a Customer site.

(b) If the specific Access Service type set forth in an Order is not available, CenturyLink will so notify Customer and the Order for Access Services at that Customer site (and only that Customer Site) will be cancelled (other Customer sites under such Order will not be impacted). Additionally, if the MRC or NRC must be increased and/or additional construction costs may apply, CenturyLink will request Customer confirmation of such costs, which confirmation may be provided via e-mail and will be binding on Customer. If Customer fails to provide such confirmation within 10 business days, the Order for services at that specific Customer site shall be deemed cancelled.

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(c) CenturyLink reserves the right to commence billing Customer and Customer shall pay for the Access Service MRCs if and to the extent that such access has been installed, CenturyLink is incurring charges from the supplier, and the remaining completion of service installation cannot occur due to Customer delay, inaction, or failure to perform the Customer obligations hereunder.

(d) To the extent that suppliers of Access Service have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, CenturyLink expressly reserves the right to make corresponding changes with Customer for such services. CenturyLink will provide Customer with as much advanced notice as is reasonable, given the notification provided to CenturyLink from such supplier. In the event of a termination, CenturyLink and Customer will work together in good faith to agree upon and expediently procure another type of Access Service at such Customer site.

(e) Stated speeds for access may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including but not limited to: physical layer line issues, overhead from encryption of network traffic, congestion within the public Internet, congestion within the underlying supplier access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet.

**12. Modification or Termination of Access Services by CenturyLink.** CenturyLink reserves the right to modify any features or functionalities of the Access Services upon 90 days prior notice to Customer. In the event that such modification materially affects the features or functionality of these services, then Customer, as its sole remedy, may cancel the affected cellular and/or broadband access service without termination liability for the Access Service(s), as long as Customer notifies CenturyLink in writing of such termination within 60 days of such notice from CenturyLink. Additionally, CenturyLink may, upon written notice, terminate the cellular and/or broadband access service at a site (either before or after Service delivery) if CenturyLink determines that the bandwidth and/or coverage is insufficient to support the Access Service at such site. In such case, CenturyLink will notify Customer via e-mail of termination of Access Service at such site and Customer shall not be billed for Access Service at that location. If the order for Access Service is cancelled pursuant to Section 10 or 11, Customer must purchase another form of CenturyLink provided transport or the order for Managed Cisco SD-WAN at that location will also be cancelled.

**13. Additional Limitations.** Managed Cisco SD-WAN Service is not available for residential addresses. Notwithstanding anything to the contrary in the Agreement, with respect to Managed Cisco SD-WAN Service or any Access Services, no indemnification, security or data protection obligations, warranties, or representations apply. CenturyLink's aggregate liability related to Managed Cisco SD-WAN Service shall not exceed the total charges paid to CenturyLink by Customer for Managed Cisco SD-WAN Services in the preceding 6 months.

**14. Withholding Taxes.** All invoices will be issued to Customer and paid in the currency specified in the Order, CenturyLink-issued quote, Order Form, or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to CenturyLink hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay CenturyLink such amounts as would have been necessary so that the aggregate net amount received by CenturyLink after application of a Withholding Tax is the same amount as would have been received by CenturyLink if there had been no requirement to deduct or withhold such tax.

**15. Data and Information Notification to Authorized Users.** Customer acknowledges that, by virtue of providing the Service, CenturyLink may need to process personal data of Customer's employees and users of the Service. Customer is the data controller of such personal data and CenturyLink is the data processor. Customer is solely responsible for ensuring the lawful basis of such processing, and for notifying any employee or individual that it permits to use the Service on Customer's behalf (an "Authorized User"), that it has provided such Authorized User's personal data to CenturyLink for the purposes of allowing CenturyLink to provide the Service, and that the Authorized User's use of the Service may be monitored, screened, and/or logged by Customer or CenturyLink on Customer's behalf.

(a) In the event Customer and CenturyLink have entered into a data processing agreement whereby CenturyLink processes personal data on behalf of Customer, the Service shall be included within the scope of that data protection agreement and, if required, the parties shall amend such data processing agreement necessary to comply with applicable law. In the event Customer and CenturyLink have not entered into a data processing agreement applicable to the Services, the following terms shall apply:

(i) **Cross-Border Transfers.** Customer acknowledges and consents to CenturyLink's and its affiliates' or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses, and/or email addresses) of the Customer for the sole purpose of: (A) providing and managing the Service; (B) fulfilling its obligations under the Agreement; and (C) complying with applicable laws. Customer represents and warrants that it will ensure that all information provided to CenturyLink is accurate at all times and will provide any required notifications to Authorized Users about the potential transfer of information to the United States and other countries. To the extent legally required, Customer and CenturyLink will enter into separate written agreements required to facilitate necessary cross-border transfers. Customer shall be responsible for notifying CenturyLink whether such written agreements are required.

(ii) **Personal Data Processing.** Customer acknowledges that, by virtue of providing the Service, CenturyLink, its affiliates, vendors, and/or agents may come into possession of, by way of example and not limitation, usage, billing, or other data containing personal and/or

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private information of Customer, its employees, and Authorized Users. Customer is the “data controller” and CenturyLink will be acting as a “data processor” (such terms defined under applicable law). Customer acknowledges that any processing of such information by CenturyLink, its affiliates, vendors, or contractors occurs exclusively at the direction and discretion of Customer, such direction and discretion exercised by acceptance of these terms. Customer further acknowledges and agrees that such possession is ancillary and not a primary purpose of the Service. Customer further represents and warrants that it has obtained, and will obtain, all legally required consents and permissions from relevant parties (including Authorized Users) for the use, processing, and transfer of the information described herein. To the extent legally required, Customer and CenturyLink will enter into separate written agreements required to comply with laws governing the relationship between a data controller and data processor with respect to the processing of personal data. Customer shall be responsible for notifying CenturyLink whether such written agreements are required.

**16. Fees.** Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% 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 <https://www.centurylink.com/taxes>.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
MANAGED OFFICE ESSENTIALS SERVICE EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC on behalf of itself and its Affiliates ("CenturyLink") will provide Managed Office Essentials Service ("Managed Office Essentials" or "Service") under the terms of the Agreement and this Service Exhibit.

"Alien TN" means a telephone number that has not been Ported to Service or has not been assigned by CenturyLink.

"Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the "Customer-Owned CPE" section of this Service Exhibit will apply.

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"Demarcation Point" is: (a) the physical interface between the CenturyLink domestic network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink domestic network to Customer's telecommunications equipment.

"Estimated Availability Date" means CenturyLink's target date for the delivery of that Service. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default.

"EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.

"Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point.

"ISS" means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf) and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll-free calls.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC Services: Hosted VoIP, SIP Trunk, Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access services that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the public switched telephone network ("PSTN") or another carrier's IP network.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"Router" means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

"RSS" means the International Rates and Services Schedule which can be found at [http://www.centurylink.com/tariffs/fcc\\_clc\\_xc\\_rss\\_no\\_10.pdf](http://www.centurylink.com/tariffs/fcc_clc_xc_rss_no_10.pdf) and which is subject to change. The RSS contains provisions relating to international toll-free service.

"Soft Phone" means software for an IP enabled device that allows Customer's End Users to use the Service to make and receive calls on the device.

"Start of Service Date" means the date Customer accepts the Service. Customer will have five days from CenturyLink's ready notification to test the Service. Within the five-day timeframe, if (a) Customer neither informs CenturyLink about errors nor accepts the Service, or (b) the local circuit network ready order is closed (e.g. circuits are provisioned and ready for use, CPE is installed, Porting is scheduled and the on boarding of management is complete), Service is accepted, regardless of whether Customer placed traffic over the circuit, on-boarded applications, initiated Porting or completed training. Customer is responsible for scheduling the on-boarding of their applications and training within 30 days from Customer ready notification. If Customer informs CenturyLink of Service errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that Service is ready.

**2. Service.** Service bundles CenturyLink monitoring and network management with a package of specific transport and customer premises equipment. Service includes: (a) network connections (a Local Access connection and a Port), (b) customer premises equipment (rental), (c) VoIP phone service, and (d) limited optional features. Customer must order Service on a per seat basis. Each Customer location has a minimum seat requirement (depending on bandwidth). Service includes Customer support that is available on a 24x7x365 basis. Managed Office Essentials does not include the provisioning of, or the management of, any service or component that is not specified as part of the Service. CenturyLink will not provide management of a handset if the handset is moved to a location other than the Customer location identified in the Pricing Attachment. Service is subject to availability. Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

**2.1 Transport.** "Transport" means a Local Access connection and a CenturyLink IQ Networking Internet Port, or Private Port ("Port") to the CenturyLink network located within the contiguous U.S. states, Hawaii, and Alaska, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink. Internet Ports provide public Internet connectivity, and Private Ports provide WAN connectivity between Customer sites. CenturyLink will, as part of the Service quoting process, identify for Customer whether its Local Access technology is IP Connection as described below. When purchasing IP Connection, Customer agrees that it will use the IP Connection attached to a CenturyLink IQ Networking Internet Port only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection is attached to a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (i) have entered into Network-



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Based Security (“NBS”) service specific terms and conditions with CenturyLink and use at least one NBS instance per CUG (closed user group) that includes that Private Port, or (ii) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so that each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted above. “Local Access” provides the physical connection between the Service Address and the CenturyLink Domestic Network. The Local Access “Service Address” is the business building where Customer receives the Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Local Access includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink unless stated otherwise in the Pricing Attachment. Customer is responsible for any additional terminations beyond the Demarcation Point. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) (“Construction”). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled. Ancillary charges may apply. CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service. CenturyLink will consider the ancillary service request canceled upon Customer disapproval. Customer may experience delayed installation intervals due to construction requirements. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. Neither Customer nor any End Users will own or route IP addresses. Upon termination of Service, Customer’s access to the IP addresses will cease. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service (“QoS”), Customer may experience call quality issues. In these instances, CenturyLink’s Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

**(a) Special Access.** “Special Access” is Local Access that uses digital signal bandwidths.

**(b) Ethernet Local Access (“ELA”).** Available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider. ELA is available in the following options: Native Single-Class-of-Service (CoS) High and Native Single-CoS Low. “Native Single-CoS High” is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically, predictable and reliable voice and data. Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port bandwidth. “Native Single-CoS Low” is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e., voice), but is ideal for non-critical applications (i.e., Internet and email traffic.) At Customer’s discretion, Native Single-CoS Low or Native Single-CoS High may be used to support CoS for critical applications (i.e. voice).

**(c) IP Connection.** “IP Connection” is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Customer agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a “hub” location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

**(d) CLPA.** “CenturyLink Provided Access” or “CLPA,” means either On-Net Access or Leased Access.

**(i) On-Net Access.** “On-Net Access” means local backbone access circuits provided solely on CenturyLink owned and operated facilities. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third-party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. “CPOP” means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider’s network is possible.

**(ii) Leased Access.** “Leased Access” means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink.

**2.2 Network Management.** Network management includes 24x7x365 remote performance monitoring, reporting, and ticketing via an online portal for devices supported by CenturyLink, total customer agency, and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules, and Internet security protocol (“IPSec”). Customer may make change management requests via Control Center at <https://controlcenter.centurylink.com> or call Managed Office Essentials customer support. CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer’s network where the devices covered by network management reside. IPSec is only available on approved devices. IPSec opportunities greater than 25 devices or with other manufacturer’s devices require CenturyLink pre-order approval. Network management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE.

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**2.3 Approved CPE.** "Approved CPE" or "CPE" means pre-selected rental hardware/software/licenses listed on CenturyLink Approved Vendor CPE list. This will include Customer premises switches and routers, and IP enabled devices (e.g. handsets) designated by CenturyLink and specifically configured for Managed Office Essentials.

**(a) Delivery and Return.** CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

**(b) Ownership and Use.** Except as provided in the "Delivery and Return" section above, CPE is the personal property of CenturyLink, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

**(c) Software.** Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**(d) Insurance.** Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CPE, the following insurance: (a) "All-Risk" property insurance covering the CPE for the full replacement value, naming CenturyLink or a third-party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

**(e) Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted at [qwest.centurylink.com/legal/](http://qwest.centurylink.com/legal/) and are incorporated by reference and made a part of this Service Exhibit. Unless otherwise stated in the Service Exhibit, Approved CPE maintenance is provided under the ProMET® On-Site Premium Service, which is posted at [qwest.centurylink.com/legal/](http://qwest.centurylink.com/legal/) and is incorporated by reference and made a part of this Service Exhibit. In some cases, CenturyLink may use repackaged CPE, or substitute CPE with another CPE device at CenturyLink's sole discretion. Such replacement will be recorded in CenturyLink's systems. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer must inform CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

**(f) CPE Replacement Charge.** If Approved CPE is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description, Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model. Approved CPE may be set forth in a Rental CPE Rate Attachment or in the valid signed CenturyLink issued quote.

**2.4 Hosted VoIP.** Hosted VoIP is an Internet Protocol ("IP") application that provides real time, two-way voice capability in IP over a broadband connection. An administrator portal enables the Customer administrator, within the scope of the Service, to set up End Users and implement calling restrictions. Local calls, 8XX outbound calls, and On-Net Calls are included in the seat MRCs. The local and long distance calling service area for a seat number is based on the area code and prefix assigned to the seat and does not depend on Customer's physical location. CenturyLink will apply an additional charge for domestic 8XX inbound service and Off Net calls if Customer exceeds the waived minutes of use specified in the Pricing Attachment or valid signed CenturyLink issued quote. International inbound 8XX calls are not provided or priced as an optional service, and Customer is responsible for obtaining such service pursuant to separate agreement(s) and separate charges. Optional features for inbound 8XX calls are available under the terms, conditions and pricing of the RSS and ISS. CenturyLink is required by the FCC to state in the Agreement that Customer is prohibited from using any toll-free telephone number, or other telephone number advertised or widely understood to be toll-free, in a manner that would violate FCC rule 47 CFR

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64.1504. Domestic long distance and domestic inbound toll-free pricing for Managed Office Essentials is shown in the Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing table in the Pricing Attachment or valid signed CenturyLink issued quote. Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Charges apply for Soft Phones. Customer may also purchase other optional features set forth in the Pricing Attachment for additional charges.

**(a) Hosted VoIP Spare Device.** A spare device is (a) a secondary IP Device that Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) a secondary IP Device in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that End Users understand the 911 requirements if the End User uses a spare device in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

**(b) Contact Center Groups.** A contact center group (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to End Users within a contact center group. Contact center groups can be added through the Administrator Portal at no additional charge, but they require a dedicated telephone number (which is an available TN) for inbound calls. There are two levels of contact center groups: basic and standard. Customer must ensure that the MCC (Maximum Concurrent Calls) settings for that site has an adequate setting to accommodate the contact center group. Each concurrent call in queue and on a physical device associated with that site consumes a call path from the MCC setting. If the MCC is not set to an adequate amount, the maximum number of calls queued may not be realized.

**(i) Contact Center Basic Group.** Only End Users with a contact center basic seat or contact center standard seat can be added to a contact center basic group. A contact center basic group does not include supervisor seat functionality, End User login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a contact center basic group.

**(ii) Contact Center Standard Group.** Only End Users with a contact center standard seat or a contact center supervisor seat can be added to a contact center standard group. A contact center standard group includes End User log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a contact center standard group.

**(c) Contact Center Basic Seat.** A contact center basic seat allows End Users to be assigned to a contact center basic group. Contact center basic seats include the same features as a premium seat. There are no login or logout capabilities.

**(d) Contact Center Standard Seat.** A contact center standard seat allows End Users to be assigned to a contact center standard group. Contact center standard seats include the same features as a premium seat. End Users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.

**(e) Contact Center Supervisor Seat.** A contact center supervisor seat allows End Users to be assigned to a contact center standard group. Contact center supervisor seats include the same features as a premium seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue, and monitor calls via the included web client. Contact center supervisor seats can also monitor contact center standard groups and contact center standard seats.

**(f) IP Failover.** IP failover is an optional feature where the Approved CPE Router is configured with the ability to route Internet and VoIP traffic to another network in the event the primary Internet connection is interrupted. IP failover is an optional feature at an additional charge. Customer is not entitled to any SLA remedies for periods when IP failover is in effect. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services. Customer will notify its end users of these additional limitations.

**(i) IP Failover Standard.** IP failover standard allows Customer to bring its own secondary Internet connection to use for failover scenarios. The secondary Internet connection must have a public IP address and not be restricted by a firewall or other type of device. Customer acknowledges that it might experience several minutes of network downtime while the transition from one network to the other takes place. The secondary Internet connection is not included in the IP failover charge. If the failover connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services.

**(g) Call Recording Components.** Call Recording is a cloud-based component that integrates seamlessly with the Service. Recordings will be stored on CenturyLink servers for the selected storage time period. During that time, recordings can be played directly from the administrative portal or downloaded for playback and storage. All seats within the same group must have the same call recording add-on.

**(i) Call Recording Basic.** Call recording basic add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 7 days. The maximum recording storage for a call recording basic user is 56 hours for the given 7-day period.

**(ii) Call Recording Standard.** Call recording standard add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 30 days. The maximum recording storage for a call recording standard user is 240 hours for the given 30-day period.

**(iii) Call Recording Premium.** Call recording premium add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 1 year. The maximum recording storage for a call recording premium user is 2,920 hours for the given 1-year period.

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**(iv) Compliance.** Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

**3. Service Conditions.**

**3.1 Site Conditions.** Customer Environment must meet certain performance specifications designated by CenturyLink. Customer must ensure that its Customer Environment is fully prepared for the convergence of voice and data services and will continue to meet specifications designated by CenturyLink during the Service Term. Customer is responsible for fully understanding how changes in its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, will affect voice quality and reliability of the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring any Transport or Approved CPE, or failures or malfunctions in the Customer Environment. If CenturyLink determines that Service is not available at a location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

**3.2 Access; Installation.** Customer must provide CenturyLink or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. If additional site visits are required, time and material charges may apply at CenturyLink's then current rates. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises. Customer must provide all information and perform all actions reasonably requested by CenturyLink to facilitate installation of the Service. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform Managed Office Essentials support. Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by the Service cannot be reached. Customer's primary technical interface person must be available during any remote installation process.

**3.3 Voice Services (Long Distance and Toll-Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

**(a) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll-free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the Managed Office SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

**(b) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**(c) International Toll-Free.** International Toll-free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

**(d) worldcard.** worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: a) the standard option includes CenturyLink's trademarks and telephone number; b) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and c) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed in the Pricing Attachment, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the

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calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

**(e) Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance.

**3.4 Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second minimum average time requirement ("MATR") per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**3.5 Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days' notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**3.6 Unsupported Calls.** Service does not support operator services, collect, third-party billing or calling card calls. Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. Service does not support any outgoing calls from seats that are not associated with an IP handset or Soft Phone (i.e., from a Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. Service does not support remote shared call appearances ("Remote SCAs"). Customer is specifically instructed not to enable Remote SCAs on its IP devices used with the Service. Additional information regarding potential issues with Remote SCAs is found in the "911 Emergency Service" section.

**3.7 Area of Use.** Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

**3.8 Use of Service at a Temporary Location.** Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in the 911 Emergency Service Attachment) at the time the request is accepted via the My 911 Location page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP handsets or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**3.9 Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

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**3.10 Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

**3.11 Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the approved router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed; (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP stationary device (handset) or Soft Phone only.

**3.12 Local Number Portability.** If Customer is not utilizing a new number for Service, but rather is transferring an existing phone number, which currently is subscribed to a carrier other than CenturyLink for local, local toll and/or long distances telecommunications services ("Porting"), then Customer authorizes CenturyLink to process its order for Service and to notify Customer's local telephone company of Customer's decision to switch its local, local toll and long distance services to the Service. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not Ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**3.13 Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Approved CPE, software, and Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**3.14 Third-Party Billed Services.** The Service does not support billing for third-party services. Customer will be responsible for payment of all such charges directly to the third-party provider.

**3.15 Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures. CenturyLink makes no warranties or representations that any Service will be free from loss or liability arising out of hacking or similar malicious activity by any third-party.

**3.16 End User License Agreements.** To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with CenturyLink's Managed Office Essentials Service, the Service will permit 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in this Service Exhibit and the CenturyLink Hosted VoIP 911 advisory. The URL to access the CenturyLink Hosted VoIP 911 advisory is: <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. That URL is also found on the Help screen in the CenturyLink Hosted VoIP end user portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

**3.17 Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third-parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third-party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision

**4. 911 Emergency Service.** IMPORTANT 911 EMERGENCY SERVICE INFORMATION IS LOCATED IN ATTACHMENT 1 AND IS INCORPORATED BY REFERENCE INTO THIS SERVICE EXHIBIT. CUSTOMER MUST ACKNOWLEDGE AND INITIAL THE 911 EMERGENCY SERVICE SECTION IN ATTACHMENT 1. MANAGED OFFICE ESSENTIALS IS SUBJECT TO THE HOSTED VOIP 911 EMERGENCY SERVICE ACKNOWLEDGMENT.



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**5. Term; Cancellation.**

**5.1 Term.** This Service Exhibit will be in effect on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement). The Service Term will begin on the Start of Service Date of the first Customer location and will continue for the Initial Service Term set forth in the Pricing Attachment or on the valid signed CenturyLink issued quote ("Initial Service Term"). Upon expiration of the Initial Service Term, Service will renew on a one-year basis ("Renewal Term") unless either party elects to cancel the Service by providing 60 days' prior written notice of such cancellation to the other party. "Service Term" means Initial Service Term and each Renewal Term. The "Minimum Seat Term" for a seat is 12 months. Additional seats will be coterminous with the current Service Term, subject to the 12-month Minimum Seat Term.

**5.2 Cancellation.** If some or all Service is canceled by Customer for reasons other than Cause or by CenturyLink for Cause before the expiration of the applicable Service Term such that the number of seats is 25% less than the original number of seats, Customer will pay to CenturyLink the following Cancellation Charges: (a) the amount of any NRC/installation charges that CenturyLink discounted or waived for the canceled Service; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Seat Term; (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the applicable Service Term; and (d) any third-party charges incurred by CenturyLink in connection with the cancellation. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation. If Customer cancels an order after notification of an Estimated Availability Date but before the Start of Service Date, Customer will pay a cancellation fee of \$500 for ELA or IP Connection, or \$150 for Special Access, and any Customer-approved construction charges. Customer understands and agrees that unless Service is completely canceled, the minimum seat requirements for each location will still apply.

**6. Moves.** Customer may move seats to another Customer location if at least 12 months remain in the Service Term. Customer will be charged any third-party charges incurred by CenturyLink in connection with the move. Customer must submit notice to CenturyLink at least 30 days before the requested move date. When Customer requests that CenturyLink move Local Access to a different Service Address that is not within the same Customer serving wire center as the existing service, such move will be deemed a disconnect of the current local loop to which a charge applies and a new install of new Local Access.

**7. Charges.** Charges for the Service are set forth in the attached pricing attachment or in a valid signed CenturyLink issued quote. Charges will commence within five days of the Start of Service Date. Start of Service Date and commencement of billing will not depend on Customer's on-boarding of applications, actual Porting, or completion of training. Service will remain taxed based on the PPU locations where Customer uses Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll-free charges can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the Web site(s) designated by CenturyLink for that pricing or providing any other notice to Customer). CenturyLink may change rates after the completion of the Initial Service Term with 60 days' notice. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% 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>.

**8. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

**9. SLA.** Service is subject to the Managed Office Essentials service level agreement ("SLA") located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

**10. E-Mail Notification/Updates.** Customer agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any change to its e-mail address.



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911 EMERGENCY SERVICE ACKNOWLEDGMENT

ATTACHMENT 1

1. 911 Emergency Service.



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**1.1 Required Federal Communications Commission (“FCC”) Warning.** The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Hosted VoIP Service and bundles or packages that include Hosted VoIP Service, such as Managed Office Essentials. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP seats that are not associated to a stationary IP enabled device (e.g., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or “PSAP”) under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer’s e-mail address of record. “911 Update Interval” is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to two business days (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer’s data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. **For SIP Trunk:** Additionally, CenturyLink does not support Remote SCAs on IP devices used with SIP Trunk. If a Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote SCA, not to the 911 location in San Francisco.

**1.2 Additional Information Regarding the Limitations of 911 Services.** When dialing 911 with the Service, End Users should always state the nature of the emergency and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the CenturyLink-Approved 911 Location. The calling party number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that calling party number. End User’s CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency. **Remote BLA/SCA Limitation for Hosted VoIP:** The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two separate locations when a single phone number is dialed (i.e., the end user’s house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer’s calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer’s address has not changed until CenturyLink has completed the 911 Update Interval.

**CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

**1.3 No Privacy Rights.** Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

**1.4 Customer Must Notify End Users of 911 Limits.** Customer will notify all End Users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Hosted VoIP, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. Customer should direct its End Users to the following URL to review these 911 Emergency Service limitations: <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

**1.5 Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR

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DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD-PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**1.6 911 Calls from Alien TNs.** *When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call) and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs.*

**1.7 Acknowledgement of 911 Limitations.** *By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.*

PRINT CUSTOMER NAME:

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PRINT CUSTOMER REPRESENTATIVE'S NAME:

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CUSTOMER REPRESENTATIVE'S INITIALS:

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## CENTURYLINK NETWORK FIREWALL SERVICE SERVICE SCHEDULE

**1. General.** This Service Schedule is applicable only where Customer orders CenturyLink Network Firewall Service ("Network Firewall Service") which may be designated as "Enterprise Security Gateway" (ESG), "Adaptive Network Security" (ANS), or "Network Based Security" (NBS) in the Order, Order acceptance, service delivery, billing and related documents (collectively, the "Services"). Services may be provided by CenturyLink or a CenturyLink affiliate ("CenturyLink"). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the "Agreement"). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and this Service Schedule, this Service Schedule will control.

### **2. Definitions.**

"Advanced Change" means any change that is not a Basic Change. An additional Order may be required to complete an Advanced Change.

"Basic Changes" are changes that do not directly impact Customer's overall solution.

"Chronic Problem" means a continuing error, conflict, trouble report, or similar issue (individual or collective) caused by the Customer that affects performance of the Service.

"Customer Provided CPE" means hardware, software, and other tangible equipment and intangible computer code it may contain that is provided, configured, deployed and managed by Customer and/or its designee. Customer is responsible for installing any software, whether Customer or CenturyLink provided, on Customer Provided CPE.

"Event" means any security abnormality detected by the Service and reported by the IDS/IPS feature. An Event does not necessarily constitute an actual security incident and must be investigated further to determine its validity.

"Excused Outage" will also mean, for purposes of this Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the applicable Service Level, for (i) failure of Customer CPE or any other failure or malfunction of equipment, applications, public internet, network or systems not owned, controlled or provided by CenturyLink; (ii) Customers' actions or omissions (including but not limited to not releasing the Service for testing/repair, failure or to provide timely approvals or consents, failure to provide and maintain current contact information and escalation lists; (iii) Chronic Problems (iv) Regularly Scheduled Maintenance or emergency maintenance; (v) CenturyLink's lack of access to the Customer premises where reasonably required to restore any equipment, internet, network, or systems owned or controlled by CenturyLink and necessary to provide the Service; (vi) failure of the access medium used by Customer to connect to Customer's Internet or IPVPN, including failing to assure adequate bandwidth to support the Service; or (vii) Customer is in breach of its obligations under the Agreement or this Service Schedule.

"Gateway" means the physical location (e.g. gateway, POP) in the network that houses the CenturyLink equipment utilized to provide each instance of Service.

"Incident" means any single Event or collection of Events evaluated and deemed a security threat.

"Portal" means the Service specific web-based portal to which Customer will have access in order to monitor Customer's traffic and view Events.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the Service. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, CenturyLink will: (a) provide Customer seven (7) days' prior written notice, (b) work with Customer to minimize such interruptions, and (c) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time where the Service is located on which such maintenance is performed and. Emergency maintenance may be performed on less or no notice.

"Service Unavailability" is when Service is unable to pass traffic for reasons other than an Excused Outage.

"SOC" means CenturyLink security operations center.

**3. Service Description.** Network Firewall Service is a security service that manages and monitors traffic between the Internet and Customer's separately purchased CenturyLink MPLS/IP VPN network, CenturyLink IQ<sup>®</sup> Networking Private Port, CenturyLink Internet services, or third-party Internet services. CenturyLink continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other feature changes or modifications to any software, equipment or hardware utilized by CenturyLink to provide the Services, at any time. CenturyLink will use reasonable efforts to make changes during Regularly Scheduled Maintenance.

**3.1 Service Features.** The following additional service features may be purchased by Customer:

**(a) Firewall.** Firewall provides monitoring of Customer's web and file transactions using a unified threat management (UTM) device installed by CenturyLink within a Gateway. Firewall uses template-based firewall configurations to filter inbound and outbound traffic. The Firewall feature also creates security logs that provide reports of corporate web activity and malicious content blocked. Security logs are only retained for a limited period of time. If the logs are available, Customer may request a copy for an additional charge.

## CENTURYLINK NETWORK FIREWALL SERVICE SERVICE SCHEDULE

**(b) Intrusion Detection and Prevention (“IDS/IPS”).** The IDS/IPS feature of the Service monitors Customer’s network traffic on a 24x7 basis for attack and misuse signatures. IDS detects and monitors web and network transaction activities for suspicious and/or malicious traffic or policy violations and, if detected, provides electronic alerts via the Portal. IPS is a network security/threat prevention tool that examines network traffic flows to help prevent vulnerability exploits. The IPS policy consists of a set of signatures, each of which has a severity and has a defined action to “pass,” “alert” or “block.”

**(c) Content Filtering.** Content Filtering feature is designed to classify and block known malicious URLs from affecting Customer’s environment. “Good” URLs are categorized to help enable Customer to apply Internet usage policies.

**(d) Data Loss Prevention (“DLP”).** The DLP feature scans or filters outbound traffic to detect potential data ex-filtration transmissions. DLP is designed to monitor, detect, block information designated as sensitive by the Customer, and alert Customer to take action.

**(e) Anti-Malware Sandboxing.** Anti-Malware Sandboxing analyzes files by looking for malicious indicators, including host changes, outbound traffic, and attempts to bypass anti-virus analysis. If detected, a signature to address the threat is created and implemented.

**(f) Adaptive Network Security Mobility.** Adaptive Network Security Mobility may be delivered by Secure Sockets Layer Virtual Private Network (“SSL VPN”) or by IPSEC. Delivery by SSL VPN requires an Internet connection and a standard SSL enabled web browser. If delivered by SSL VPN, Adaptive Network Security Mobility securely provides access to Customer’s internal network for remote users and allows Customer’s end users to remotely connect to Customer’s network. At the external port, the URL directs the traffic to Customer’s appropriate network access point. If delivered by IPSEC, Customer’s or the applicable end user is required to license and install Endpoint Client Software on the end user’s work station. CenturyLink is not responsible for issues caused by the installation or use of the Endpoint Client Software on Customer devices. Export restrictions must be followed for encryption technology. Adaptive Network Security Mobility provides an encrypted layer 3 connection into Customer’s network.

**(g) Log Streaming.** Log Streaming is an optional feature available with certain Service package types as determined by CenturyLink that allows Customers to receive logs and security event data at Customer’s designated infrastructure destination for third party event monitoring and in-house analytics.

Customer acknowledges that Log Streaming service must be setup over an encrypted session. This Log Streaming feature requires Customer to provide CenturyLink with a digital SSL certificate to be loaded on to Log Streaming platform in order for the traffic to be sent over an encrypted session. Customer is responsible for configuring Customer’s SIEM (Security Information and Event management) platform and network environment to allow, accept and store logs and/or security events transmitted by CenturyLink. The Log Streaming feature delivers Event notifications for up to 2 Customer provided SIEM or IP addresses. Customer acknowledges that Event notifications sent to the SIEM are delivered over the Internet and such delivery may fail due to Internet connectivity issues outside of CenturyLink’s control. Customer, and not CenturyLink is responsible for storage of the logs received; however, CenturyLink has the ability to send/resend buffered logs if needed for up to 14 days. Customer acknowledges and agrees that Log Streaming is provided “as-is” and “as available” and CenturyLink will have no liability related to or arising from use by Customer of this feature.

**(h) Visualization.** Threat Visualization provides a fixed single portal view of the near real time threat landscape for Adaptive Network Security Basic and Premium Services. Customers can view interactions with malicious sites, but no automated actions are taken.

**(i) Rapid Threat Defense.** Rapid Threat Defense is available with the Adaptive Network Security Premium Service package, is an automated threat detection and response capability designed to detect and block threats based on Customer’s defined Adaptive Network Security Firewall policies. The Customer selects a security posture based on threat risk score. When threats are discovered that meet or exceed the selected risk score, countermeasures designed to block or prevent access to the malicious entities are automatically deployed and augmented to Adaptive Network Security Firewall policies. Customers must set a security posture threshold for the automated response to take effect, except for Allow and Block IPv4 CIDR lists. These lists are independent of a security posture risk score settings and always take precedence on the ANS Firewall instance policy. Due to the varying nature of malicious activity, CenturyLink cannot guarantee that all malicious activities or sites intended to be blocked will be identified, detected and blocked. Customer acknowledges that CenturyLink is implementing actions at Customer’s request and in accordance with Customer identified criteria and CenturyLink is not responsible for the effectiveness of the blocking of all offending sites or malicious activities. Customer’s can view automated actions via Threat Visualization.

Customer networks with multiple Adaptive Network Security Gateway Firewall instances must enable Premium Service Level Package across all Gateway firewall instances. Failure to do so may result in the override of Customer owned and managed premises firewall policies with Rapid Threat Defense.

**3.2 Package Types.** The two package types may be designated as “Basic,” “Standard,” “Premium,” or “Unlimited” as applicable in the Order, pricing attachment, Order acceptance, service delivery, billing and related documents.

**(a) Basic/Standard.** The Basic/Standard package includes Firewall. If Customer orders a Basic ANS package, IDS/IPS is also included.

**(b) Premium/Unlimited.** The Premium/Unlimited package includes Firewall, IDS/IPS and DLP. If Customer orders an Unlimited NBS package, Content Filtering is also included.

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**3.3 Ala Carte Options.** The following can be added as an ala carte option to a Service package where the option is not automatically included in the package:

- Content filtering.
- Anti-Malware Sandboxing (only available with ANS).
- Adaptive Network Security Mobility (only available with ANS).

**4. Change Management.** Customer may request logical changes to the Service by raising a MACD (Move, Add, Change, Delete) request via a ticket through the Portal. The SOC will review the request and will advise whether the change is a Basic Change or an Advanced Change (with an associated charge).

The Basic/Standard Service package includes five (5) Basic Changes per month per instance without charge. Basic Changes exceeding five (5) may be subject to a charge of \$250 per change. If Customer purchases a Premium/Unlimited package, there is no limit on the number of Basic Change requests per instance.

**5. Charges and Customer Delays.** Charges consist of the following: (i) non-recurring charges ("NRC") for installation and change requests, (ii) monthly recurring charge(s) ("MRC") for Service package type/Service element(s) and the bandwidth level Customer selects, and (iii) any additional charges as may be set forth in the Order. Adaptive Network Security Mobility requires an additional MRC based on the number of concurrent users. CenturyLink may install and invoice Service features contained in an Order separately.

Customer agrees to pay and/or reimburse CenturyLink for fees, costs and/or expenses related to or resulting from (i) any unreasonable delays or omissions in Customer's performance of its obligations to enable the Service, and/or (ii) additional installation or subsequent work required to be performed, caused by (a) Customer's request for changes (except as set forth in the Change Management section of this Service Schedule) to the applicable Service, or (b) any other actions or omissions by Customer which materially affect CenturyLink's ability to perform its obligations under this Service Schedule. Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent) 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>.

Customer understands and agrees that if Customer fails to take any actions required to enable CenturyLink to complete delivery of Service, then, 5 days following notice to Customer of CenturyLink's inability to complete full delivery due to Customer inaction, CenturyLink will commence billing and Customer will be obligated to pay CenturyLink for Service.

### **6. Customer Responsibilities and Restrictions.**

**6.1 Customer Security Contacts.** Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each contact (the "Customer Security Contacts"). Customer will ensure Customer Security Contacts and all associated details are accurate and current at all times and that at least one Customer Security Contact is reachable 24/7. CenturyLink will only accept, discuss or make changes to the Service with the registered Customer Security Contacts or via the Portal. Requests for changes to the list of Customer Security Contacts must be made by an existing Customer Security Contact.

**6.2 Access to Managed Devices and Customer Sites.** Customer agrees to provide CenturyLink with prompt, reasonable and safe access to any applicable Customer sites necessary for CenturyLink to provide Service and comply with any reasonable physical and environmental requirements as may be identified by CenturyLink. Customer is required to provide hands on assistance for the purposes of troubleshooting and/or diagnosing technical difficulties.

**6.3 CenturyLink Provided IP Addresses and Domain Names.** If CenturyLink assigns Customer an IP address as part of the provision of Service, the IP address will (to the extent permitted by law) revert to CenturyLink after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, CenturyLink may re-assign the IP address to another user. If CenturyLink obtains a domain name for Customer (which may be required in some jurisdictions), Customer will be the sole owner. Customer will be solely responsible for: (i) paying any associated fees (including renewal fees); (ii) complying with legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority; and (iii) modifying the domain name if Customer changes service providers. Customer will indemnify, defend and hold CenturyLink (and its employees, affiliates, agents and subcontractors) harmless from any and all third-party claims, losses, liabilities and damages, including reasonable attorney's fees) relating to or arising from Customer's use of domain names (including claims for intellectual property infringement).

**6.4 Third-Party IP Addresses and Networks.** If (i) any of the IP addresses identified by Customer as part of the Service are associated with computer systems owned, managed, and/or hosted by a third-party service provider ("Third-Party Provider"); or (ii) any Customer equipment or any other computer systems to be monitored as part of the Service are part of a network owned, managed and/or otherwise controlled by, or collocated on premises owned, managed, and/or otherwise controlled by a Third-Party Provider, Customer warrants that it has and will maintain, the consent and authorization necessary for CenturyLink (and its affiliates, agents and vendors) to perform all elements of the Service, including but not limited to any vulnerability scanning of the Third-Party Provider networks that may be reasonably necessary as part of the provision of Service. Customer agrees to facilitate any necessary communications and exchanges of information between CenturyLink and the Third-Party Provider(s). Customer will indemnify, defend and hold CenturyLink (and its employees, affiliates, agents and subcontractors) harmless from and against any and all third party claims, losses, liabilities and damages, including reasonable attorney's fees, arising out of Customer's breach of its warranties or obligations in this Section.

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**6.5 Third Party Software.** If any third-party software or agent, including any corresponding documentation, is required in connection with the Service, Customer agrees to use the third party software strictly in accordance with all applicable licensing terms and conditions, including any click to accept terms required as part of the download/install process. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems, including third party software, is up to date and supportable. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink will have no liability therefrom, including for missed Service Levels.

**6.6 CenturyLink Provided Software.** If any third-party software, or agent including any corresponding documentation, is required in connection with the Service, Customer agrees to use third party software strictly in accordance with all applicable licensing terms and conditions, including any click to accept terms required as part of the download/install process.

**6.7 Customer Provided CPE.** Customer may use Customer Provided CPE that is pre-approved by CenturyLink and supports CenturyLink's IPSec encryption method standards. All Customer Provided CPE must be up to date and subject to a current maintenance contract supported by the manufacturer. Customer is solely responsible for the installation, operation, maintenance, use and compatibility of Customer Provided CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Customer Provided CPE that interfaces with the Services and comply with CenturyLink's instructions. Customer's failure to comply with its obligations in this section may result in CenturyLink's inability to provide the Services and CenturyLink will have no liability therefrom, including for missed Service Levels. Router configuration, deployment and management will be provided by Customer unless Customer separately purchases those services from CenturyLink.

**6.8 Customer's Security Policies.** Customer acknowledges that CenturyLink implements security policies at Customer's reasonable direction. Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Customer acknowledges that notwithstanding anything in this Service Schedule, the Service is not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third-parties to create security exposures.

**6.9 Customer Network.** Customer acknowledges that Customer network is Customer's sole responsibility. CenturyLink may provide Customer with guidelines for minimum system requirements, compatibility, and other information necessary to use the Service, and Customer is responsible for making any required changes to its network environment in order to utilize the Service.

**6.10 Customer Change Notifications.** Customer will provide CenturyLink with 5 business days' advanced notice by the submission or update of a critical server ticket through the Portal regarding any changes to the network or firewall environment. If advance notice cannot be provided, Customer is required to provide CenturyLink with notification of changes within 7 business days.

**6.11 Chronic Problems.** Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the issue, including, but not limited to: (i) removing or modifying the existing Service configuration; (ii) making network changes in order to adhere to CenturyLink's guidelines; (iii) changing, maintaining or replacing Customer Provided CPE or other equipment or required for the Service; (iv) CenturyLink may suspend or terminate the Service if Customer has not remedied the Chronic Problem within 30 days of request by CenturyLink.

**6.12** Unless Customer requests otherwise and CenturyLink agrees, CenturyLink will store the security log files for rolling 90 days and make the security logs available to Customer in the Portal. If any security log files contain personal data, CenturyLink will not use personal data except as necessary to provide the Service and provide relevant information to Customer. CenturyLink will not undertake any additional security measures for log files containing personal data.

**6.13 Personal Data.** Customer and CenturyLink acknowledge that it may be necessary to provide the other party with personal data or to access personal data of the other party as necessary for the performance of each party's obligations under the Agreement and/or this Service Schedule, including, but not limited to and where applicable, employees' and authorized representatives' names, business contact information, technical or operational data (such as online identifiers), credentials to access portals and other platforms made available by one party to the other and similar personal data. The parties acknowledge and agree that each is a controller with respect to any such personal data exchanged under the Agreement and/or this Service Schedule, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged in accordance with this Section will be limited to the extent necessary for the parties to perform their obligations or exercise their rights under the Agreement or this Service Schedule. As used in this Service Schedule, the terms "personal data," "processing," "processor" and "controller" will have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Each party will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party. Unless otherwise set forth in the Agreement, CenturyLink personnel will not access or attempt to access personal data that is processed via the operation of the Service. Processing is typically carried out at machine-level and CenturyLink will not retain any copies of data longer than necessary to perform the applicable Service or perform under the Agreement. To the extent legally required, Customer and CenturyLink will enter into separate written agreements required to comply with laws governing the relationship between a controller and processor with respect to the processing of personal data described in this Section, including, without limitation, any agreements required to facilitate necessary cross-border personal data transfers. Customer will be responsible for notifying CenturyLink whether such written agreements are required based on the nature of the data being processed.

**6.14** Customer acknowledges that CenturyLink has no obligation to back up and store any Customer metrics or log related data beyond the 90 day rolling time period detailed in this Schedule and after expiration or termination of the Service at which time CenturyLink will



## CENTURYLINK NETWORK FIREWALL SERVICE SERVICE SCHEDULE

automatically delete all logs. Customer acknowledges and agrees that it is solely Customer's responsibility to make copies of or obtain the logs prior to expiration or termination.

**7. Modification or Termination of Network Firewall Services by CenturyLink.** CenturyLink reserves the right to modify any features or functionalities of the Service upon 90 days' prior notice to Customer. If the modification materially or detrimentally affects the features or functionality of the Service, Customer will, within 30 days of the change, notify CenturyLink of the material and detrimental impact and elect to cancel the affected Service as its sole remedy and without termination liability upon 60 days' advanced written notice if CenturyLink does not remedy the material and detrimental impact within the notice period.

**8. Portal.** Customer's primary Customer Security Contact will be given access to the Portal in order to view Threat Visualization, Rapid Threat Defense security posture setting, log management, retention, standard reporting, and viewable firewall policy configurations regarding the Service, and also to facilitate the placing of change orders. CenturyLink will provide Customer up to three security two-factor authentication tokens ("2FA Tokens") for access to the Portal. Customer will accept and comply with the End User Rules of Use associated with the 2FA Tokens. If Customer requests more than three 2FA Tokens, CenturyLink will provide the additional 2FA Tokens for an additional charge. Access to the Portal's security areas is restricted to the authorized Customer Security Contacts. All information received by the Customer from CenturyLink through the Portal's security areas is deemed "Confidential", is solely for Customer's internal use and may not be re-distributed, resold or otherwise transmitted outside of Customer's organization. For the avoidance of doubt, retention of logs and views in the Portal expire with the Service Term.

**9. Intellectual Property.** The Service and CenturyLink Provided Software, and all copyrights, patent rights and all intellectual property rights are the sole and exclusive property of CenturyLink or its third-party provider or licensor(s). CenturyLink grants Customer a non-exclusive, limited, non-transferrable, personal, revocable (at CenturyLink's sole discretion), non-sublicenseable, non-assignable right to access and/or use the CenturyLink Provided Software solely in accordance with the Service; *provided, however*, Customer will not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the CenturyLink Provided Software, nor will Customer remove any disclaimers, copyright attribution statements or the like from the CenturyLink Provided Software and any breach of this Section will automatically result in termination of the license granted.

### **10. Disclaimer/Liability.**

**10.1 Disclaimer.** Customer acknowledges that the Services endeavor to mitigate security Events, but Events may not always be identified and if identified may not be mitigated entirely, blocked or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided under this Service Schedule is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services in accordance with the SLA, the Services are otherwise provided "as-is". CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED, THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES OR THAT GEOGRAPHICAL IP ADDRESSES WILL BE 100% ACCURATE, THAT ANY THIRD PARTY SOFTWARE PROVIDED BY CUSTOMER WILL BE COMPATIBLE WITH THE SERVICE AND/OR THAT CENTURYLINK'S RECOMMENDATIONS, ASSESSMENTS, TESTS, REPORTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. Neither CenturyLink or its subcontractors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service.

**10.2 Direct Damages.** Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to CenturyLink for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

**10.3. Additional Disclaimers.** CENTURYLINK DOES NOT REPRESENT OR WARRANT THAT THE SERVICE AND ANY SOFTWARE IS NON-INFRINGEMENT, OR THAT IT WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE, FREE FROM ERROR, THAT ANY DOCUMENTATION OR MATERIALS ARE COMPLETE OR THAT THE SERVICE OR SOFTWARE WILL MEET OR SUPPORT CUSTOMER'S BUSINESS REQUIREMENTS.

**11. Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule without the express written consent of CenturyLink.

**12. 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).

**13. Service Level Agreement ("Service Levels" or "SLA").** The Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by



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CenturyLink in its good faith discretion supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Credits are only available against the MRC for the affected Service. Service Levels do not apply to Excused Outages or periods of permitted suspension.

**13.1 Availability.** The Service will be available to pass traffic 99.9% of the total hours in a calendar month (the "Availability SLA"). Service Unavailability is calculated from the timestamp when CenturyLink opens a trouble ticket following the report of a problem by the Customer until the time the ticket is closed. For Service Unavailability, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative minutes of Service Unavailability in a calendar month.

If the aggregate Service Unavailability during a calendar month meets or exceeds the durations identified below, the following remedies will apply. Service Credits are based on the MRC of the affected Service.

<b>Aggregate Service Unavailability Duration in a Calendar Month (hrs:mins:secs)</b>	<b>Service Level Credit</b>
00:00:01 – 00:43:00 (99.9%)	No credit
00:43:01 – 04:00:00	10% of the MRC
04:00:01 – 08:00:00	15% of the MRC
08:00:01 – 12:00:00	20% of the MRC
12:00:01 – 16:00:00	25% of the MRC
16:00:01 – 24:00:00	30% of the MRC
24:00:01 or greater	35% of the MRC

**13.2 Security Event Monitoring – Notification and Resolution.** If Customer's package does not include IDS/IPS or if the Customer has disabled the IDS/IPS feature, this section does not apply. Customer may view the Event detail (including timestamp, Event name, attack type) on the Customer Portal.

**(a) Incidents.** If CenturyLink's systems alert the SOC that an Event or series of Events may impact the security of Customer's network, a SOC analyst will analyze the Event(s) to determine if an Incident has occurred. If CenturyLink determines an Incident has occurred, CenturyLink will submit a trouble ticket on Customer's behalf. Customer may also submit a trouble ticket if it believes an Incident has occurred. CenturyLink determines how Incidents are classified through the use of signature priorities, algorithms, event correlation, and professional judgment. CenturyLink reserves the right to modify the categories and classifications of Incidents. CenturyLink supports a notification Service Level and a resolution Service Level, as set forth below.

**(b) Notification.** If CenturyLink submits the trouble ticket on Customer's behalf, CenturyLink will notify the Customer Security Contacts by phone or email (as agreed upon between the parties) of the occurrence of Incidents (i) within 15 minutes of CenturyLink classifying the Incident as Critical and (ii) within 30 minutes of CenturyLink classifying the Incident as High. If Customer submits the trouble ticket, there is no notification Service Level.

**(c) Resolution.** CenturyLink will use reasonable efforts to achieve the resolution timeframes for Incidents as identified below. All timeframes start upon CenturyLink's validation and confirmation from Customer that action is necessary.

**Incident Resolution Table**

<b>Priority Level</b>	<b>Target Resolution Time Basic/Standard Packages</b>	<b>Target Resolution Time Premium/Unlimited Packages</b>
<b>Priority 1 – Critical</b> A Network or application attack that has rendered Customer's network inoperable or that poses an imminent threat of compromise.	Within 2 hrs	Within 1 hr
<b>Priority 2 – High</b> A Network or application attack that has caused essential applications or functionality to be significantly impaired.	Within 4hrs	Within 2hrs
<b>Priority 3 – Medium</b> An internal, unforeseen Customer network or application security issue or industry vulnerability.	Within 10hrs	Within 6hrs
<b>Priority 4 – Low*</b> A non-time sensitive reported security issue. An informational request that may be explained in Portal FAQs, but nonetheless Customer would like to speak about	Within 24hrs	Within 12hrs

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the issue. This includes tuning requests.		
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\* For Low priority Incidents, these metrics are service objectives only. No service credits or other remedy will apply for failure to achieve these objectives.

**(d) Service Credits.** For any day in which CenturyLink fails to meet the notification and/or resolution Service Levels for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to 1/30<sup>th</sup> of the MRC of the Service at the applicable Customer site. The service credit cannot exceed 1/30<sup>th</sup> of such MRC in any day.

**13.3 Limits.** If the Service is used in conjunction with CenturyLink provided MPLS, CenturyLink IQ Networking Private Port, Internet and/or Managed Network Services, Service Levels for those services are subject to separate Service Schedules. Notwithstanding anything to the contrary, in no event will the aggregate service credits available in this Service Schedule in any month exceed the MRCs for Network Firewall Services provided during the month.

**13.4 General Terms for all Service Levels.** 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 MRC 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.

## MASTER SERVICE AGREEMENT NOTIFY SERVICE EXHIBIT

**1. General.** This Service Exhibit applies when Customer orders Notify ("Service"). This Service Exhibit incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the "Agreement"). Terms used but not defined herein shall have the meaning set forth in the Agreement, and any capitalized or other technical terms used herein, but not defined herein or in the Agreement, will be defined as commonly understood in the industry. In the event of any conflict between the terms of the Agreement and the terms of this Service Exhibit, this Service Exhibit shall control with respect to the Service herein. Customer expressly agrees that CenturyLink may use third party suppliers to provide the Service, provided that CenturyLink remains responsible to Customer hereunder. Service is subject to availability.

### **2. Definitions.**

"Acceptance" means Customer agrees that CenturyLink has provided the Work Product as defined in a SOW, and that CenturyLink may begin billing for the Service and Customer will fulfill its obligation for payment of the Service.

"Application Incident" means a single support issue directly related to the programming or maintenance of a custom application developed by CenturyLink or its vendor, and the reasonable effort needed to resolve it.

"CenturyLink Content" means Newly-Developed Materials and Pre-Existing CenturyLink Materials.

"Contact Center Hosted Application" means CenturyLink owned, managed and monitored: (a) database servers; (b) load balancers; and (c) supporting network equipment that are shared with other CenturyLink Notify customers; and (d) a WAS which houses only Customer's applications.

"Customer Content" means information or content that Customer submits for use in the portal or a custom application of the Service.

"Customer Content License" means a worldwide, non-exclusive, fully paid-up license to use, copy, and host the Customer Content only as reasonably necessary to provide the Service for Customer.

"Emergency Notifications" means notifications that are (a) used to raise awareness about or respond to emergency events (e.g., extreme weather alerts, shootings, kidnappings, natural disasters, fires, and AMBER Alerts™); (b) delivered at a time when the emergency event has the potential for bodily harm, property damage, or other risk of loss; and (c) time sensitive.

"Export Laws" means all relevant export laws and regulations of the United States.

"Messages" means Customer Content and CenturyLink Content transmitted via voice, email, SMS or fax, either by Customer or by CenturyLink as a technology conduit and as directed by Customer.

"Newly-Developed Materials" means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes or designs, whether or not reduced to practice and whether or not patentable, developed by CenturyLink or its vendor to provide the Service (including, without limitation, formatting code, source code and object code of any software and the documentation related thereto, if any) and all modifications, enhancements or derivative works thereof.

"Pre-Existing CenturyLink Materials" means all pre-existing materials, creative content, tools, inventions, specifications, methodologies, processes or designs, whether or not reduced to practice and whether or not patentable, provided or used by CenturyLink or its vendor to provide the Service (including, without limitation, all formatting code, source code and object code of any software owned or developed by CenturyLink or its vendor prior to the effective date of this Service Exhibit) and all modifications, enhancements or derivative works thereof.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"Recipients" means any person or entity to which Customer delivers Messages.

"SMS" means Short Message Service.

"SOW" means a statement of work that is attached to or referenced in this Service Exhibit.

"Start of Service Date" means (a) the date upon which service is made available to Customer; or (b) the date of Customer's Acceptance for any Work Product provided in a SOW.

"Third Party Materials" means third-party hardware or software components.

"Voice Talent" means English or Spanish recordings made by professional voice talent.

"WAS" means web application server.

"Work Product" means each product or item produced by CenturyLink or its vendor by (a) linking or bundling any one or more of the following, (b) embedding any one or more of the following within any one or more of the following, or (c) otherwise making any one or more of the following a necessary and essential part of any one or more of the following: (i) the Newly-Developed Materials; (ii) the Pre-Existing CenturyLink Materials; (iii) the Customer Content; and (iv) any Third Party Materials.

### **3. Service.**

**3.1 Description.** Service is an outbound interactive voice response (IVR) notification service that delivers simultaneous notifications by voice, email, SMS or fax to Recipients. CenturyLink will provide an online portal that enables Customer to build, deploy and manage message creation and scheduling. The portal will also enable Customer to access the online platform for campaign monitoring and reporting.

**3.2 Emergency Notifications.** Customer warrants that it will not use the Service for Emergency Notifications or for emergency services. CenturyLink will not be liable for such use of the Service.

**MASTER SERVICE AGREEMENT  
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**3.3 Planned Outages.** Planned outages are scheduled maintenance activities on the platform, and are performed at off-peak times to minimize impact to Customer, typically after 10:00 pm Eastern Time Monday, Wednesday and Saturday. Customer will be given two to five business days notice for planned outages.

**3.4 Professional Services.** If requested by Customer and accepted by CenturyLink, CenturyLink will develop a custom application to Customer's specifications. The details and charges for the custom application will be provided in a SOW. CenturyLink will perform the consulting, professional, technical, development and design services described in the SOW and develop any Work Product as specifically described in the applicable SOW. CenturyLink will make reasonable efforts to provide the Service by the requested due date. Customer acknowledges that the successful and timely provision of Service and any applicable Work Product will require the good faith cooperation of Customer. Customer will fully cooperate with CenturyLink by, among other things, providing CenturyLink with all information reasonably required to provision the proposed Service and any Work Product and reasonably making Customer personnel and appropriate development time on Customer's systems available to CenturyLink to permit CenturyLink to provide the Service and any Work Product. The Agreement and this Service Exhibit will also apply to and govern the rendering of all Service or Work Product produced in anticipation of and prior to the Agreement. If a conflict arises among the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.

**3.4.1 Contact Center Hosted Application Services.** Pursuant to the Professional Services section above, CenturyLink will host Customer's Service application in a Contact Center Hosted Application environment and develop all applications to be installed within such environment. All rights in the Contact Center Hosted Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such environment. Customer will have the ability to securely upload and download specified data to the Contact Center Hosted Application environment in a method defined in an SOW. Customer has the option to utilize an external data source. A secure connection will be required between the Contact Center Hosted Application environment and Customer's external data source as described in the CenturyLink Internet Port section below.

**3.4.2 CenturyLink Internet Port.** If Customer chooses to host the database, WAS or associated equipment outside of the Contact Center Hosted Application environment and uses CenturyLink IQ® Networking Internet Ports to connect its database, WAS or associated equipment with the Notify platform, then notwithstanding any different CenturyLink IQ Networking terms and conditions, Customer agrees that (a) the CenturyLink IQ Networking Internet Ports used in connection with the Service will be augmented with virtual private network software that limits the use of the CenturyLink IQ Networking Internet Port's two-way transfer of data solely between the Customer premises and the Notify platform; (b) CenturyLink IQ Networking Internet Port for Service will consist of: (i) a dedicated, high-speed network connection between Customer's premises and the Notify platform over CenturyLink's domestic (continental United States) IP network; and (ii) TCP/IP routing services, which will afford Customer IP connectivity solely between the Customer's premises and the Notify platform; and (c) the CenturyLink IQ Networking Internet Port provided in connection with the Service will not provide general access to the Internet.

**3.4.3 Customer Hosted Equipment.** If Customer is not using the Contact Center Hosted Application, Customer must provide all equipment necessary to maintain and operate the application services including but not limited to the WAS, database and all applicable software, including, without limitation, virtual private network software for the two-way transfer of data between the Customer WAS environment and the CenturyLink Notify platform. Upon request, CenturyLink will provide Customer recommended WAS and database configurations. Customer will be solely responsible for the installation, operation, maintenance, use and compatibility with the Service of any equipment or software not provided by CenturyLink. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service: (a) Customer will nonetheless be liable for payment for all Service provided by CenturyLink and (b) any service level agreement generally applicable to the Notify platform or CenturyLink IQ Networking Internet Port will not apply.

**3.4.4 Custom Application Warranty.** CenturyLink warrants that the custom application developed by CenturyLink or its vendor will conform to the specifications in the SOW, and will be free from deficiencies and defects in materials, workmanship, design and performance for 30 days from Acceptance ("30-Day Warranty Period").

**3.4.5 Custom Application Support.** CenturyLink or its vendor will provide technical assistance as needed for any Application Incident outside of the 30-Day Warranty Period, at the Application Support Hourly Rate set forth in the Pricing Attachment. Application support is provided for any Application Incident that does not involve functional or code enhancements and includes: (i) problem and defect resolution at the code or interface level; (ii) content corrections or replacements at the code or database level (Customer is responsible for providing content); (iii) VOX/WAV file changes (VOX/WAV file replacement must be requested at least three business days in advance and Customer is responsible for providing VOX/WAV files); (iv) resolution of application outage or response time latency analysis; and (v) technical support consultation, e.g. platform capabilities, features.

**3.5 Customer Obligations.**

**3.5.1 Capacity Planning.** Customer will be responsible for making a commercially reasonable effort to inform CenturyLink 30 days in advance of upcoming Customer applications that exceed the following thresholds:

- VoiceNotifications
  - Broadcast Voice jobs (no Text-to-Speech involved): 10,000 messages per hour
  - Text-to-Speech jobs: 3,000 messages per hour
- EmailNotifications
  - Broadcast (single job, multi-recipient): 8,000 messages per hour
  - Point-to-Point (one job per recipient): 2,000 messages per hour
- SMS Notifications
  - Broadcast (single job, multi-recipient): 3,000 messages per hour
  - Point-to-Point (one job per recipient): 1,000 messages per hour

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- Fax Notifications

-Broadcast (single job, multi-recipient): 5,000 messages per hour

-Point-to-Point (one job per recipient): 2,500 messages per hour

**3.5.2 Customer Responsibility for Messages and Accounts.** Customer is solely responsible for all Customer Content and the content, accuracy, timing and purpose of all Messages. Customer may use the Service to transmit Messages to the Recipients. Customer is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Service and for all uses of the Service in association with Customer's accounts whether or not authorized by Customer. Customer acknowledges that CenturyLink does not control or monitor Customer Content, or guarantee the accuracy, integrity, security or quality of Customer Content.

**3.5.3 Customer Warranty Regarding Messages and Recipients.** Customer warrants that:

(a) Customer will review all anticipated Messages and the information to be used in those messages;

(b) Customer has the legal right to use all Customer Content and transmit all Messages to the Recipients in the manner and format in which they will be transmitted, including, without limitation, that: (i) any number displayed as the Customer's caller ID number is a valid Customer number; (ii) Customer has express consent from any intended Recipient to use the Recipient's contact information to transmit the Service to that Recipient and to provide that contact and other information to CenturyLink or its vendor as necessary to provide the Service; (iii) Customer will have in place a clear and simple mechanism for a Recipient to opt-out from receiving further Messages; and (iv) the Recipient has been informed and consents that its telecommunications or Internet service provider may assess charges associated with the Recipient's receipt of any Messages;

(c) Customer is responsible for all Messages and CenturyLink is merely acting at Customer's direction as a technology conduit for the transmission of the Messages. Where CenturyLink or its vendor provides any assigned telephone or facsimile numbers for processing opt-out requests, Customer acknowledges that such numbers and any associated automated functions are provided merely as an administrative convenience and that the processing of such opt-out request is solely the Customer's responsibility. CenturyLink and its vendor expressly disclaim all responsibility for and authority over, the receipt and processing of any opt-out requests;

(d) Use of the Customer Content by CenturyLink or its vendor and transmission of Messages (including Customer's campaigns and programs, the content, timing and purpose of all Messages, and the creation of Customer's notification lists) will not violate the rights of any third party or any law, rule or regulation and will otherwise comply with federal, state and local laws, ordinances, administrative rules, regulations, and orders; and

(e) Customer will not transmit or allow to be transmitted any Messages that: (i) Customer does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically, or otherwise objectionable, or harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) use or otherwise constitute any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupt the Service or servers or network operator networks.

**3.5.4 Compliance with Laws.**

(a) **General.** Customer will comply with all applicable requirements of U.S. federal, state, local, and foreign (non U.S.) laws, ordinances, administrative rules, regulations, and orders applicable to its use of the Service and transmission of Messages to Recipients (including e.g., obtaining any required consents from the Recipients as contemplated in the Customer Warranty Section above). Customer's obligation will include, but is not limited to, compliance with: the federal Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200); the federal CAN-SPAM Act (15 USC Section 7701 et seq.); the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices, 47 CFR 64.3100); and the Federal Trade Commission's (FTC) implementing rules (16 CFR Section 316.3, with respect to communications to computers) as well as comparable state laws, rules, and regulations.

(b) **Use of Recording Devices.** Use of recording devices or taping any use of the Service by Customer may subject Customer to laws or regulations and Customer is solely responsible for and obligated to provide any required notification to those being recorded or taped.

(c) **Export Administration.** Customer agrees to comply fully with Export Laws to assure that no information, design, specification, instruction, software, data, or other material furnished by CenturyLink nor any direct product thereof, is: (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Customer further acknowledges that the Service and any related software are or may be an "encryption item" subject to controls under the Export Administration Regulations promulgated by the U.S. Department of Commerce.

**3.5.5 Investigation of Compliance with Customer's Obligations.** Upon request, Customer will provide reasonable proof of compliance with the provisions set forth in this Customer Obligations Section and CenturyLink need not provide Service where CenturyLink reasonably believes that Customer has not complied. Customer shall be responsible for any and all claims, liability, penalty, fines, costs, expenses, and damages including reasonable attorneys' fees arising out of, connected with or resulting from CenturyLink following Customer's instructions in sending the messages or any breach of Customer's representations, warranties or obligations in this Customer Obligations Section. CenturyLink may use reasonable means, and employ reasonable methods to investigate and otherwise satisfy itself of the lawful and proper use of Service at any time, and Customer will cooperate with CenturyLink in connection with its investigation.

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**3.6 Ownership; Grant of License.**

**3.6.1 Customer Content.** Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer grants to CenturyLink a Customer Content License.

**3.6.2 CenturyLink Content.** Any: (i) Newly-Developed Materials; and (ii) Pre-Existing CenturyLink Materials related to the Service will be the sole and exclusive property of CenturyLink or its vendor. All rights in and related to the CenturyLink Content, including, without limitation, copyrights, trademarks, trade secrets, patents (including, without limitation, the right to obtain and to own all worldwide intellectual property rights in and to the subject matter embodied by or contained in the Work Product), and all other intellectual property rights or proprietary rights in and related to such CenturyLink Content, are hereby exclusively reserved by CenturyLink for itself or its vendor. It is expressly understood that, other than expressly provided in this Service Exhibit, no right or title to or ownership of the CenturyLink Content is transferred or granted to Customer under this Agreement.

**3.6.3 Content Licenses.** Subject to the terms and conditions of the Agreement and this Service Exhibit, including, without limitation, upon payment in full by Customer of all Service charges, and the provisions of the Restrictions of Use Section, CenturyLink grants to Customer during the term of this Service Exhibit a limited, non-exclusive license to use the Service. Except as specifically set forth in this Service Section, CenturyLink or its vendor retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Service, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Service. Other than using the Service where Customer is an active participant, Customer may not resell the Service or otherwise generate income from the Service (from an Application Service Provider model or otherwise).

**3.6.4 Third Party Materials.** The Service may be in support of or the Work Product may contain certain Third Party Materials. All right, title and interest in the Third Party Materials, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are exclusively reserved by CenturyLink, CenturyLink's licensors, vendors, and the licensor's vendors. No right, title or ownership of or related to the Third Party Materials is or will be transferred to Customer under this Service Exhibit except to the extent a manufacturer or licensor permits the pass-through and assignment of license rights. In those cases, CenturyLink will pass-through and assign to Customer all applicable license rights permitted by the manufacturer or licensor of the applicable Third Party Materials. Any costs of that assignment will be borne by Customer. CenturyLink makes no warranties and will have no responsibility whatsoever, including any obligation to indemnify, as to Third Party Materials. A breach of such a license by Customer will be a breach of the Agreement.

**3.6.5 Governmental Agencies.** Use of the Service by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions.

**3.6.6 Restrictions on Use.** Customer is expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the CenturyLink Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the CenturyLink Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing, sublicensing, copying, marketing or distributing the CenturyLink Content or Third Party Materials; or (iv) knowingly taking any action that would cause any CenturyLink Content or Third Party Materials to be placed in the public domain. The CenturyLink Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries, and embody valuable confidential and trade secret information of CenturyLink or its vendor. Customer will hold the CenturyLink Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Exhibit. Customer agrees that the licensor of Third Party Materials and its suppliers are intended third party beneficiaries of the provisions in this "Restrictions on Use" section. This provision will survive cancellation of this Service Exhibit or the Agreement.

**3.6.7 Residual Rights in CenturyLink Know-How.** Subject to CenturyLink's confidentiality obligations set forth in the Agreement, nothing herein will be deemed to limit CenturyLink's right to use the ideas, concepts, processes, techniques, expertise and know-how retained in the unaided memory of CenturyLink as a result of its performance of the Service hereunder.

**3.7 Indemnification by Customer.** Customer will defend, indemnify, and hold harmless CenturyLink, its Affiliates, agents, vendors, and contractors (including the officers, directors, employees, and agents of those entities) against all third-party claims, liabilities, damages, penalties, fines, losses, costs, or expenses, including reasonable attorneys' fees, related to Customer's violation of the warranties and other requirements in this Service section and its sub-sections. This obligation includes, without limitation, the obligation to defend, indemnify, and hold harmless CenturyLink, its Affiliates, agents, vendors, and contractors (including the Affiliates, officers, directors, employees and agents of those entities), from and against all claims, liabilities, damages, penalties, fines, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) that relate to any actual or threatened claim, suit, action or proceeding relating to the ownership in or the use or exploitation of the Customer Content by CenturyLink or its vendor, including, without limitation, any claim relating to the violation of any third party's trademark, copyright, patent, trade secret or other proprietary or personal right(s).

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**3.8 Data Security Measures.**

Customer has implemented and will maintain reasonable information security practices for the protection of its own computing infrastructure and its data and information designed to comply with laws applicable to Customer as a user of Services under this Service Exhibit and to provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer's data, including without limitation practices relating to the encryption of data transmitted or stored through Customer's use of this Service. Customer is responsible for selecting and using the level of security protection needed for the data transmitted or stored through Customer's use of the Service. CenturyLink is not responsible if the level of security protection Customer uses for any particular data is insufficient to prevent unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that data.

**3.8.1** Customer may purchase Notify's encryption service for security protection, and use it in conjunction with other data security processes. Customer understands that CenturyLink's ability to support and troubleshoot issues with Customer list data may be impeded with certain security processes.

**3.9 SLA.** Service is subject to the Notify Service Level Agreement ("SLA") posted at <http://www.centurylink.com/legal/sla.html>, which is effective as of the first day of the second month after initial installation of Service. The SLA does not apply to any other Service component. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink reserves the right to amend the SLA effective upon posting to the Web site or other notice to Customer.

**4. Term; Cancellation.** This Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will continue until all Service purchased by Customer hereunder has been terminated and this Service Exhibit has been cancelled as provided herein. The initial term for Service will conclude 12 months after the Start of Service Date ("Minimum Service Period"). Upon expiration of the Minimum Service Period, Service will automatically renew for consecutive 12 month periods ("Renewal Term"), unless either party elects to cancel the Service by providing written notice thereof at least 60 days prior to the conclusion of the Minimum Service Period or Renewal Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Minimum Service Period, Service or this Service Exhibit is canceled by Customer for reasons other than Cause, or by CenturyLink for Cause, Customer will also pay to CenturyLink a Cancellation Charge equal to (a) 100% of the Monthly Subscription MRC for each month remaining in the Minimum Service Period, and (b) if applicable, 100% of the Contact Center Hosted Application MRC multiplied by the number of months remaining in the Term. Upon cancellation or expiration of this Service Exhibit the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner, the licensed materials, and each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control. Breach by Customer of sections 2.5 or 2.6 are grounds for immediate suspension by CenturyLink of the Services and termination of this Service Exhibit.

**5. Charges.** Charges for the Service are as set forth in the Pricing Attachment. The MRCs and usage will be used to calculate Contributory Charges. The Service is not entitled to the CTA Discount. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

**6. AUP.** All use of the Service will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.



**CENTURYLINK MASTER SERVICE AGREEMENT  
DOMESTIC OPTICAL WAVELENGTH PRIVATE LINE SERVICE EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink will provide Domestic Optical Wavelength Private Line Service ("Service" or Domestic Optical Wavelength Private Line Service") under the terms of the Agreement, RSS, and this Service Exhibit.

"Demarcation Point" means the termination point of the POP at the applicable service address.

"Net Rate" is in lieu of all other rates, discounts, and promotions.

"POP" means a CenturyLink designated point of presence at a location where direct interconnection between the CenturyLink network and the network of another carrier is possible.

"SDH" means synchronous digital hierarchy.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

"SONET" means synchronous optical network.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**2. Service.**

**2.1 Description.**

**(a)** Service is a Dense Wave Division Multiplexing ("DWDM" or "wavelength") solution with metro and long haul transport applications. The speed selected is shown on the pricing attachment. Protection is not currently available at all speeds. Service supports SONET and SDH protocols.

**(b)** The Service will extend to and include the equipment maintained by CenturyLink at the Demarcation Point but will not include CPE, extended wiring, inside wiring, or other equipment not maintained by CenturyLink at a service address. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

**2.2 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its traffic will be interstate traffic.

**2.3 Obligations Of Customer.** Customer will perform those duties outlined in this Exhibit, in the Agreement, and in the Order Forms. Unless otherwise agreed to by CenturyLink in writing, Customer will have sole responsibility for installation, testing, and operation of any services and equipment other than the Service specifically provided by CenturyLink under this Exhibit. Customer is required to have the CenturyLink Local Access Service Exhibit in conjunction with this Service Exhibit.

**2.4 Provisioning Of Domestic Optical Wavelength Private Line Services.**

**(a)** Upon acceptance of an Order Form, CenturyLink will notify Customer of its target date for the delivery of the Service ("Estimated Availability Date"). CenturyLink will use reasonable efforts to install the Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date will not be a default under this Exhibit. If CenturyLink fails to make the Service available within 60 calendar days of the Estimated Availability Date with respect to such Service, Customer's sole remedy will be to cancel the Order Form which pertains to such Service by giving CenturyLink 10 calendar days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, for metro and long haul applications that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service.

**(b)** "POP Pairs" means: (i) the originating and terminating POPs for long haul; and (ii) the POP location where the two loops are cross-connected for metro.

**3. Term; Cancellation.** The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered under this Service Exhibit. Each Service ordered during the term will commence on the Start of Service Date and continue for the term specified in the Pricing Attachment ("Service Term"). Upon expiration of the Service Term, each Service will automatically renew for another Service Term, unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under this Service Exhibit is canceled prior to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (b) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived; (c) construction costs and expenses incurred by CenturyLink to install such Service, if applicable; and (d) a cancellation charge. The cancellation charge for circuits not requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Term, if any, for the canceled Service plus 35% of the balance of the MRCs that

**CENTURYLINK MASTER SERVICE AGREEMENT  
DOMESTIC OPTICAL WAVELENGTH PRIVATE LINE SERVICE EXHIBIT**

otherwise would have become due for the unexpired portion of the Term beyond the first 12 months, if any. The cancellation charge for Circuits requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer cancels that circuit because Customer does not approve such construction, CenturyLink will not charge a cancellation charge for canceling that particular circuit.

**4. Charges.** Customer will pay the Net Rates set forth in the Pricing Attachment. Recurring charges will be invoiced by CenturyLink on a monthly basis in advance and nonrecurring charges will be invoiced in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable monthly recurring charge covering the period from the Start of Service Date (as defined in this Service Exhibit) to the first day of the subsequent month; and (b) the monthly recurring charge for the following month. The Net Rates will be used to calculate Contributory Charges. For metro only, the loop charge is bundled with the Domestic Optical Wavelength Private Line Service charge. For long haul, the loop charge will appear as a separate line item.

**5. Other Terms.**

**5.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**5.2 Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**5.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**5.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**5.5 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**5.6 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_10.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf).

## LUMEN® SD-WAN SERVICE SCHEDULE

**1. General.** “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Schedule. This Service Schedule applies when Customer orders CenturyLink SD-WAN Service (“SD-WAN Service”) which may be designated as “SD-WAN”, “SD-WAN Premium”, “CenturyLink SD-WAN with Cisco Meraki”, “Lumen SD-WAN with Cisco Meraki”, “SD-WAN Meraki”, “CenturyLink SD-WAN with Versa Networks”, “Lumen SD-WAN with Versa Networks” or “Hybrid-WAN Connectivity” in the Customer Order, pricing attachment, Order acceptance, service delivery, billing and related documents, and the associated Access Services as described in this Service Schedule (collectively, the “Services”). If Customer’s Order reflects the Service as SD-WAN Premium, Customer’s Service is CenturyLink SD-WAN with Versa Networks Service. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen or an affiliate (“Lumen”) provides services to Customer (the “Agreement”). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Services.

**1.1 Additional General Terms.** These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen’s notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

All invoices will be issued to Customer and paid in the currency specified in the Order, Lumen-issued quote, Order Form, or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

## 2. Services.

**2.1 SD-WAN Service Description.** SD-WAN Service allows Customer to securely route traffic over its various network connections between Customer’s branch locations and to the internet based on configurations developed by Lumen and Customer. SD-WAN Service utilizes software either deployed on a Lumen-provided customer premise equipment (“CPE”) appliance at Customer’s data center or branch location (“SD-WAN Device”) or into a Customer provided cloud environment (“Virtual SD-WAN”). The CPE associated with SD-WAN is provided on a rental basis. Lumen or its supplier configures and ships the SD-WAN CPE to the Customer site. In some cases, repackaged or substitute CPE may be used. Lumen supports SD-WAN Service using diverse network controllers (collectively “Controller”) or diverse cloud infrastructure and a password-protected management portal (“Management Portal”).

**2.2 Administration and Management.** The SD-WAN Service is offered as a managed or co-managed service. Lumen will provide Customer with access credentials to remotely manage the SD-WAN Service through the Management Portal. Within the Management Portal, Customer may make network configuration changes such as routing and security policies on an as needed basis. Lumen resources are available 24x7 for support. Lumen is not responsible for outages or security incidents that occur due to Customer changes or configuration. If Customer utilizes Lumen management, Customer can submit up to 5 configuration changes per month per site. Lumen reserves the right to charge Customer \$275, or local currency equivalent, for each configuration request over that amount. Lumen or its supplier will maintain global administrative access to SD-WAN Service at all times and will maintain the root password for all functions. Lumen is not responsible for any services, systems, software, or equipment Customer uses with SD-WAN Service which are not provided by Lumen. Lumen will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers). If Customer’s SD-WAN Service is deployed as Virtual SD-WAN, Lumen will not manage Customer’s cloud environment.

The Management Portal also provides Customer with the following analytical information: (i) SD WAN Device status including health and reachability (ii) network activity (iii) network performance (iv) SD-WAN Device location (v) firmware summary (vii) alarm summary (viii) summary of recent events, (ix) application performance (x) services in use, and (xi) policy violations.

**2.3 Adaptive Virtual Services.** If Customer purchases CenturyLink SD-WAN with Versa Networks, Customer may choose a universal customer premises equipment device (“UCPE”) as the SD-WAN CPE, subject to availability. Any references to “CPE” or “SD-WAN Device” in this schedule also include UCPE. If Customer orders a UCPE device, the SD-WAN Service will be provided through Lumen’s Adaptive Virtual Services (“AVS”) orchestration platform. The terms and conditions for AVS are available in the AVS Service Guide located at [www.lumen.com/service-guides](http://www.lumen.com/service-guides) and subject to change.

**2.4 Optional Security Upgrade.** Customer may order Security Upgrade at an additional charge. Security Upgrade provides a set of firewall, web filtering, intrusion prevention and Log Collection features. Log Collection allows Customer to view log information and evaluate ongoing activities related to the Service. Unless Lumen agrees in writing to an extended retention period, Customer may only retrieve backed up logs for the prior 90 days.

## LUMEN® SD-WAN SERVICE SCHEDULE

**2.5 SD-WAN Service Additional Options.** The CenturyLink SD-WAN with Versa Networks network Controllers are hosted within Lumen facilities, but can also be deployed as private infrastructure in a customer provided environment for an additional charge. SD-WAN CPE may be upgraded at additional charge. Subject to availability, Customer may order additional SD-WAN CPE without active software license(s) for sparing purposes ("Spare CPE") for an additional charge. Customer may order two SD-WAN Service packages at the same site to create a high-availability resilient network design ("High Availability Service"), where available.

Subject to availability, on-site installation and on-site maintenance may be ordered for the SD-WAN Device at an additional charge for each location. The on-site installation option will provide a Lumen technician at the customer premises to support the SD-WAN Device activation. The on-site maintenance option will provide a Lumen technician at the customer premises to support the replacement of an SD-WAN Device in the event of a device failure. If on-site installation or on-site maintenance are ordered, the technician will be on Customer's premises for up to three (3) hours per SD-WAN Device. If Lumen determines that additional time is needed, Customer will be charged an additional \$250 per hour per technician plus any charges associated with additional materials.

**2.6 Lumen Procured Third Party Provided Broadband and Cellular Back-Up Service Descriptions.** In conjunction with SD-WAN, Customer may purchase Lumen procured broadband access service and/or cellular back-up access service ("Access Services", "Delta Port Internet Connection", or "Wireless Backup Service" as applicable) if available. Broadband access service is an unsecure local internet broadband connection. Cellular back-up access service leverages third party cellular network connectivity and is established utilizing CPE (internal modem or an external enterprise-class cellular-to-Ethernet bridge) in a back-up only or failover situation. If Customer purchases Access Services, those services are subject to the terms of this Service Schedule. If Customer purchases Delta Port Internet Connection for broadband service or Wireless Backup Service for cellular back-up access service, Customer must order and contract for those services separately.

**2.7 Additional Service Description CenturyLink SD-WAN with Cisco Meraki.** The following terms apply for CenturyLink SD-WAN with Cisco Meraki:

(i) If Customer adds secondary transport other than the embedded cellular access as part of the MX68CW at any site, Lumen will not be responsible to alarm on secondary transport.

(ii) If Customer's CPE is a MX68CW appliance and Customer orders cellular access service, CenturyLink SD-WAN with Cisco Meraki Service includes Rapid Deploy. Rapid Deploy allows Customer to utilize a 5 GB cellular access service as temporary primary transport to the CenturyLink SD-WAN with Cisco Meraki Service ("Temporary Primary Transport") for 120 calendar days or the date the primary transport is available at the customer premises, whichever is earlier. Upon availability of the primary transport, the cellular access service may only be used as backup transport. The Temporary Primary Transport is offered on a best efforts basis and Lumen does not provide any service level credits for the Temporary Primary Transport.

(iii) Spare CPE is not available for CenturyLink SD-WAN with Cisco Meraki. On-site installation is included with CenturyLink SD-WAN with Cisco Meraki Service. On-site maintenance is not available with CenturyLink SD-WAN with Cisco Meraki Service. The Optional Security Upgrade is included at no additional charge with CenturyLink SD-WAN with Cisco Meraki Service except that the Log Collection feature is not available. The co-management option described in 2.2 is only available for CenturyLink SD-WAN with Cisco Meraki with Lumen approval.

### **2.8 Special Terms for Access Services.**

(a) Lumen will use reasonable efforts to procure the Access Service type per Customer site as identified in the Order. However, Lumen does not commit that a certain access service type or technology will be available at a Customer site.

(b) If the specific Access Service type set forth in an Order is not available, Lumen will so notify Customer and the Order for Access Services at that Customer site (and only that Customer site) will be cancelled (other Customer sites under such Order will not be impacted). Additionally, if the MRC or NRC must be increased and/or additional construction costs may apply, Lumen will request Customer confirmation of such costs, which confirmation may be provided via e-mail and will be binding on Customer. If Customer fails to provide such confirmation within 10 business days, the Order for Access Services at that specific Customer site will be deemed cancelled.

(c) Lumen reserves the right to commence billing Customer, and Customer will pay for the Access Service MRCs, if and to the extent that (i) such access has been installed; (ii) Lumen is incurring charges from the supplier; and (iii) the remaining completion of service installation cannot occur due to Customer delay, inaction, or failure to perform the Customer obligations under this Service Schedule.

(d) To the extent that suppliers of Access Service have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, Lumen expressly reserves the right to make corresponding changes with Customer for such services. Lumen will provide Customer with as much advanced notice as is reasonable, given the notification provided to Lumen from such supplier. In the event of a termination, Lumen and Customer will work together in good faith to agree upon and expediently procure another type of Access Service at such Customer site.

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(e) Stated speeds for access may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including but not limited to: physical layer line issues, overhead from encryption of network traffic, congestion within the public Internet, congestion within the underlying supplier access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet.

(f) Modification or Termination of Access Services by Lumen. Lumen reserves the right to modify any features or functionalities of the Access Services upon 90 days prior notice to Customer. In the event that such modification materially affects the features or functionality of these services, then Customer, as its sole remedy, may cancel the affected cellular and/or broadband access service without termination liability, as long as Customer notifies Lumen in writing of such termination within 60 days of such notice from Lumen. Additionally, Lumen may upon written notice terminate the cellular and/or broadband access service at a site (either before or after Service delivery) if Lumen determines that the bandwidth and/or coverage is insufficient to support the service at such site. In such case, Lumen will notify Customer via e-mail of termination of service at such site and Customer will not pay for the cancelled Access Service at that location.

**2.9 Service Levels.** SD-WAN Service is subject to the Lumen Service Level Agreement available at [www.lumen.com/service-guides](http://www.lumen.com/service-guides) and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

### 3. Customer Responsibilities.

**3.1 Charges.** Customer will pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and usage charges (related to Access Services, if any) set forth in the Order, Lumen-issued quote, Order Form, or pricing attachment in accordance with the Agreement. The SD-WAN Service MRC includes the rental CPE MRCs which may be separately identified in invoices. Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer's failure to comply with this Service Schedule and/or Customer's request for changes in services, unless such change is due to an act or omission of Lumen. In the event that Customer terminates the SD-WAN Service and/or Access Service prior to the end of the Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay early termination liability as set forth in the Agreement.

Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen 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 [www.lumen.com/taxes](http://www.lumen.com/taxes).

**3.2 SD-WAN Specific Responsibilities.** Customer is responsible for providing design specifications, including authentication methods and user role information. Customer is solely responsible for all equipment and other facilities used with the Service which are not provided by Lumen. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each such contact (the "Customer Security Contacts"). Customer will ensure that Lumen is informed of any changes to the designation of, and contact details for, the Customer Security Contacts. Customer will ensure that at least one Customer Security Contact is available to be contacted by Lumen at any given time (24x7x365).

Unless Customer purchases on-site installation or on-site installation is included as part of CenturyLink SD-WAN with Cisco Meraki Service, Customer is responsible for installation of service and integration into Customer's network. Customer will ensure Lumen and its representatives have access to Customer sites for installation and maintenance (if purchased) and removal of equipment and Services as scheduled, including obtaining all landlord approvals or letters of agency. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable delivery of the Service and CPE.

Customer may not resell the Services and may use the Services only within Customer's sites. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information necessary to use the SD-WAN Service or associated Access Service. If Lumen determines that SD-WAN Service or Access Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the SD-WAN Service or Access Service, has no obligation to provide Service at that location. Customer must provide Lumen with 30 days notice before any move or relocation of SD-WAN Service. If Customer fails to so notify Lumen, Customer will not be entitled to any service level credits for any service deficiencies that occur as a result of the move or relocation of SD-WAN Service.

**3.3 Use Restrictions.** Customer will not use Services: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; or (iii) in violation of Lumen's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

If Customer orders Access Services, Customer will not use the cellular access service other than in back-up capacity or in the permissible temporary use as Temporary Primary Transport for CenturyLink SD-WAN with Cisco Meraki Service. Any other use of the cellular access service in a primary or non-back-up manner will give Lumen the right to immediately suspend such service and Customer will be liable to

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Lumen for any overage fees that may be charged to Lumen for use of the cellular access service beyond a failover. Lumen is not responsible, however, for monitoring for such usage by Customer. Without limitation to Lumen's other remedies under the Agreement, Lumen reserves the right to charge, and Customer agrees to pay, for any misuse of cellular access services or its components, and/or for such usage in excess of Lumen's established data pool for Customer, separately at the rates then charged to Lumen by the third party cellular provider. Additionally, if Lumen provides Customer notice of such use of which Lumen becomes aware, Lumen may terminate the cellular access service within 10 days of such notice if such use does not cease.

**3.4 CPE Return or Replacement.** Lumen will provide Customer with instructions on return of CPE. Customer will either (i) deliver CPE to Lumen or its supplier or (ii) provide Lumen or its supplier reasonable access to Customer's premises to retrieve the CPE. CPE must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver CPE to Lumen, Customer must give Lumen written notice of such return. If CPE is not delivered to Lumen within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and Lumen may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"). If the return instructions provided to Customer state that Lumen or its supplier will retrieve the CPE and Customer fails to provide Lumen with reasonable access to Customer's premises within ten (10) calendar days of termination, Lumen may continue to charge for the SD-WAN Service. Where CPE rented from Lumen is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged CPE, and (ii) a one-time charge to cover Lumen's cost to ship the new CPE. If on-site maintenance is not available and Customer requires on-site assistance from Lumen to install the replacement CPE, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case.

**3.5 Privacy/Data Protection.** Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer traffic, which may include personal information and usage data, and that Lumen and its underlying vendor may have access to such information in connection with providing and managing the Services. Customer authorizes Lumen and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and as otherwise described in this Service Schedule and any applicable end user agreement. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations, including those applicable to personally identifiable information, Customer traffic, or other sensitive information collected, stored, accessed, processed, or transmitted by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from employees, end users, contractors, or other users that the Customer traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by Lumen or its underlying vendor in accordance with this Service Schedule and any applicable end user agreement.

In addition, Customer consents to Lumen's processing and use of Customer traffic and personal information solely in connection with its performance of the Services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner.

**3.6 Data Compilation.** Customer authorizes Lumen or its underlying vendor to use inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. Lumen may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. Lumen may retain event log data for as long as necessary or useful for its uses consistent with this Service Schedule. Other than as contemplated in Section 2.4, Lumen has no obligation to provide log data to Customer.

**3.7 Customer's Security Policies.** Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that Lumen will implement security policies as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guarantee that the Services under this Service Schedule will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED THAT CONTENT WILL BE BLOCKED OR ALLOWED IN ACCORDANCE WITH CUSTOMER'S POLICIES OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. If any equipment or software not provided by Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SD-WAN Service, or that use common network features, have appropriate security controls. Customer agrees to



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notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

**3.8 Additional Limitations.** Notwithstanding anything to the contrary in the Agreement, with respect to SD-WAN Service or any Access Services, no indemnification, security or data protection obligations, warranties, or representations apply.

**3.9 Additional Customer Responsibilities for CenturyLink SD-WAN with Cisco Meraki.** Customer agrees to all applicable terms and conditions set forth by the manufacturer or publisher including any end-user license agreement, warranties, and return material authorization policies. Specifically, Customer agrees to the non-negotiable, online End User License Agreement terms and conditions and any applicable supplemental license terms found at [https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end\\_user\\_license\\_agreement.html](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html) ("End User License Agreement"). Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support. Customer must have access to the public internet. If Customer adds non-Lumen transport with CenturyLink SD-WAN with Cisco Meraki Service at any site, Customer must ensure that the Customer provided transport is compatible with Lumen's existing networking infrastructure and equipment, including the SD-WAN CPE.

(i) **CenturyLink SD-WAN with Cisco Meraki Bundles.** If CenturyLink SD-WAN with Cisco Meraki is ordered in conjunction with Lumen provided transport as a bundle, these additional terms and conditions apply. Customer must order Lumen provided transport as set forth in the Order to be used in conjunction with the CenturyLink SD-WAN with Cisco Meraki Service. If either the CenturyLink SD-WAN with Cisco Meraki Service or the associated Lumen provided transport service is cancelled by Customer (before or after Lumen notifies Customer that the services are ready for use) or terminated pursuant to section 2.8, all CenturyLink SD-WAN with Cisco Meraki Service(s) and Lumen provided transport services at that location will be deemed cancelled. In this event, Customer will pay any applicable cancellation or termination charges unless the Lumen provided transport service is terminated pursuant to 2.8. If Customer adds non-Lumen transport with CenturyLink SD-WAN with Cisco Meraki Service at any site, Lumen will not be responsible to manage that transport.

(ii) **Additional Charges Terms for CenturyLink SD-WAN with Cisco Meraki.** If Customer orders Access Service(s) or MTU Access with CenturyLink SD-WAN with Cisco Meraki Service, the SD-WAN Service MRC also includes the Access Service(s) or MTU Access MRCs, as applicable, which may be separately identified in invoices. At the expiration of the Service Term, CenturyLink SD-WAN with Cisco Meraki Service will renew for consecutive 12-month periods at the existing rates, subject to adjustment by Lumen on 30 days' written notice before the beginning of the renewal period.

**3.10 Ownership.** For the SD-WAN Service, no license is conveyed nor is any right, title, or interest in any intellectual property or other proprietary right transferred to Customer. Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, disassemble, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party, its licensors, or suppliers. The software and all copyrights, patent rights, and all intellectual property rights related thereto are the sole and exclusive property of Lumen or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at Lumen's sole discretion), non-sublicenseable, non-assignable right to access and/or use the software solely in association with the Service; provided, however, Customer will not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing will automatically result in termination of any license granted in this Service Schedule. Export restrictions must be followed for encryption technology. End user licenses cannot be transferred. Customer has the right to use the software until the expiration or termination of the applicable Service Term.

CPE is the personal property of Lumen or its supplier. Notwithstanding that, the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of Lumen or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of CPE, (b) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the CPE at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the CPE to be repaired, serviced or otherwise attended to except by an authorized representative of Lumen or its supplier; and (e) make no alterations or affix any additions or attachments to the CPE, except as approved by Lumen in writing.

Customer will not remove, alter, or destroy any words or labels on the CPE and will allow Lumen or its supplier to inspect the CPE at any time. Customer must use not less than a reasonable standard of care to store and protect CPE and will be responsible for providing a safe and secure environment for the equipment in accordance with Lumen's specifications. Customer agrees to: (i) not alter or disconnect CPE and (ii) notify Lumen as soon as Customer is aware of any circumstances that may adversely affect the CPE or its operation. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen or its supplier. Customer will indemnify, defend, and hold harmless Lumen, its affiliates, and suppliers for any such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under this Service Schedule. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**3.11 Insurance.** Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required under this Service Schedule. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where CPE is



## LUMEN® SD-WAN SERVICE SCHEDULE

located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined in this Service Schedule, then Customer must comply with the applicable higher value as required by law.

(a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including Lumen or a third party provider designated by Lumen, as loss payee as their interests may appear.

Lumen, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by Lumen, subject to any and all indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to Lumen evidence of the insurance required in this Service Schedule.

**3.12 Residential Use.** Subject to Lumen prior approval, SD-WAN Service may be deployed at an end user's residential address ("Residential Use"). Customer understands that such Residential Use is an extension of Customer's SD-WAN Service and Customer is still responsible for compliance with the terms of this Service Schedule and the Agreement. Customer acknowledges and agrees that even if Service utilizes the end user's residential internet connection, the Service is solely intended to enable remote connections between Customer corporate networks and Customer-authorized, work-related devices. Customer further acknowledges and agrees that improper installation by its end users of personal devices to the Service could potentially result in exposure of personal material, content, or traffic for such personal devices to Customer, Lumen and its underlying vendors in the course of configuring, providing and supporting the Service. Notwithstanding anything else in the Agreement to the contrary, Customer will: (i) provide all required and appropriate disclosures to its users of the Service and obtain all required and appropriate voluntary and fully informed consents; (ii) clearly and effectively communicate to its users that the Service is only intended for remote working purposes, only authorized, work related devices may be connected to the Service, and the risks associated with the connection of any personal device to the Service; (iii) in the event Customer discovers that a personal or any other unauthorized, non-work related device has accessed the Service, take immediate steps to suspend or disable such access or device and not use such access to view, monitor, collect, or store any content, data, or usage from such device; and (iv) implement and maintain appropriate access controls to its corporate network such that only authorized employees and contractors with current login credentials may access the Service using only authorized devices. Customer agrees to defend, indemnify and hold Lumen harmless from and against any claims, costs, damages, or liabilities arising from or relating to Customer's breach of an obligation in this Section.

**CENTURYLINK® WAVELENGTH LEASE SERVICE (former Level 3)  
SERVICE SCHEDULE**

**1. General.** This Service Schedule is applicable only where Customer orders CenturyLink® Intercity Wavelength Service, CenturyLink® Metro Wavelength Service, or CenturyLink® International Wavelength Service (collectively "Wavelength Service" or "Service") on a lease basis, and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the "Agreement").

**2. Definitions.** All capitalized terms that are used, but not defined in this Service Schedule are defined in the Agreement or Order.

"Customer Commit Date" means the date CenturyLink will install Service. The Customer Commit Date is established following CenturyLink's acceptance of an Order.

"E2E" means end to end, and includes the On-Net and Off-Net components of Services taken together.

"Excused Outage" means outages during scheduled maintenance or force majeure.

"Off-Net" means Services that are not On-Net.

"On-Net" means Service provided on the network owned (or operated and controlled) by CenturyLink between two locations that are served directly by CenturyLink owned (or operated and controlled) fiber and CenturyLink owned equipment.

"OSX" means optical shelf cross-connect.

"Protected" means any Service that includes a CenturyLink managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

"Termination Node" means the locations within CenturyLink's facilities or within Customer premises in each of the cities in which termination is available. Each Wavelength Service will contain two (2) Termination Nodes, the exact location of which will be set forth in the Order.

"Unavailable" or "Unavailability" means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds ("SESS") on the affected Wavelength Service until the first of ten (10) consecutive non-SESSs as defined by accepted industry standards.

"Unprotected" means any Service that does not include a CenturyLink managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

**3. Service Description.** Wavelength Service is a dedicated, transparent, optical wave signal for transport of high bandwidth between two Termination Nodes offered on a Protected or Unprotected basis. Customer interface consists of 2.5Gb, 10Gb, 40Gb, 1GbE, 10GbE, 40GbE and 100GbE, OTU1, OTU2, OTU2e, OTU3, OTU4 and 1Gb, 2Gb, 4Gb, 8Gb, and 10Gb Fibre Channel.

**4. Interconnection.**

**(A) Demarc.** To use the Wavelength Service, Customer must provide to CenturyLink, at each Termination Node, a SONET or SDH-framed 2.5Gb, 10Gb or 40Gb signal, as defined by Telcordia GR-253-CORE, a 1Gb, 10Gb, 40Gb or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a OTU1, OTU2, OTU2e, OTU3, OTU4 signal, as defined by ITU G.709, or a 1Gb, 2Gb, 4Gb, 8Gb, or 10Gb Fibre Channel signal, as defined by T11 Technical Committee within INCITS (the International Committee for Information Technology Standards (collectively, "Traffic"), which Traffic will then be delivered by CenturyLink, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Wavelength Service shall be the CenturyLink OSX or fiber termination panel at the Termination Node. Customer will be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from CenturyLink in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a Termination Node at a location other than a CenturyLink gateway, Customer will provide CenturyLink with space and power (at no charge to CenturyLink), as reasonably requested by CenturyLink, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer premises.

**(B) Construction of Facilities.** With respect to construction of facilities to the Customer premises and installation, maintenance and repair of facilities within the Customer premises, Customer will provide CenturyLink with access to and the use of Customer's entrance facilities and inside wiring, and will procure rights for CenturyLink allowing the placement of facilities necessary for installation of facilities to deliver the Wavelength Service to the Customer premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer premises are located, and costs to procure and maintain rights within such building to the Customer premises, will be Customer's responsibility.

**(C) Third Party Providers.** Where Wavelength Service is being terminated Off-Net at the Customer premises through a third party provider to be provisioned by CenturyLink on behalf of Customer, the charges set forth in the Order for such Wavelength Service assumes that such Wavelength Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer premises is located, as determined by the local access provider. Where the local access provider determines

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that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer premises, (i) CenturyLink may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Order for such Wavelength Service, (ii) installation of Service may be delayed and (iii) Section 5(A) of this Service Schedule will not apply. CenturyLink will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after CenturyLink is notified by the local access provider of the amount of such charges.

In addition, where Wavelength Service is being terminated Off-Net at the Customer premises through an Off-Net local loop to be provisioned by CenturyLink on behalf of the Customer, the charges and the Service Term set forth in the Order for such Wavelength Service assumes that such Wavelength Service can be provisioned by CenturyLink through the local access provider selected by CenturyLink or Customer for the stated Service Term. In the event CenturyLink is unable to provision such Wavelength Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Order, CenturyLink reserves the right, regardless of whether CenturyLink has accepted the Order, to suspend provisioning of such Wavelength Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to CenturyLink within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Wavelength Service will be cancelled without cancellation or termination liability of either party. CenturyLink does not guarantee that any Wavelength Service will be provided by a specified local access provider.

**5. 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).

**6. Service Levels.**

**(A) Installation Service Level.** CenturyLink will exercise commercially reasonable efforts to install any On-Net Wavelength Service on or before the Customer Commit Date specified for the particular Wavelength Service. This Installation Service Level will not apply to Orders that contain incorrect information supplied by Customer, or Orders that are altered at Customer's request after submission and acceptance by CenturyLink. In the event CenturyLink does not meet this Installation Service Level for a particular Wavelength Service for reasons other than an Excused Outage, Customer will be entitled to a service credit off of one month's monthly recurring charges (“MRC”) (after application of discounts and other special pricing arrangements, if any) for the affected Wavelength Service as set forth in the following table:

<b>Installation Delay Beyond Customer Commit Date</b>	<b>Service Level Credit (MRC)</b>
1 – 5 business days	5%
6 – 20 business days	10%
21 business days or greater	15%

**(B) Availability Service Level.** In the event that a particular Wavelength Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC (after application of discounts and other special pricing arrangements, if any) for the affected Wavelength Service based on the cumulative Unavailability for the affected Wavelength Service in a given calendar month as set forth in the following table:

For On-Net Unprotected Service

<b>Cumulative Unavailability (in hrs:mins:secs)</b>	<b>Service Level Credit</b>
00:00:01 – 4:00:00	No Credit
4:00:01 – 6:00:00	10% of the MRC
6:00:01 – 10:00:00	25% of the MRC
10:00:01 or greater	50% of the MRC

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<b>Cumulative Unavailability (in hrs:mins:secs)</b>	<b>Service Level Credit</b>
00:00:01 - 00:05:00	No Credit
00:05:01 – 01:00:00	10% of the MRC
01:00:01 – 6:00:00	25% of the MRC
6:00:01 or greater	50% of the MRC

For E2E Protected Service

<b>Cumulative Unavailability (in hrs:mins:secs)</b>	<b>Service Level Credit</b>
00:00:01 to 3:30:00	No Credit
03:30:01 – 6:00:00	10% of the MRC
6:00:01 – 12:00:00	25% of the MRC
12:00:01 or greater	50% of the MRC

For E2E Unprotected Service

<b>Cumulative Unavailability (in hrs:mins:secs)</b>	<b>Service Level Credit</b>
00:00:01 to 8:00:00	No Credit
8:00:01 – 10:00:00	10% of the MRC
10:00:01 – 16:00:00	25% of the MRC
16:00:01 or greater	50% of the MRC

**(C) Service Level Limitations.** For an entirely Off-Net Service, CenturyLink will pass-through to Customer any service levels and associated credits (or other express remedies) provided to CenturyLink by the applicable third party carrier.

**(D)** The credits and any other remedies specified in Sections 6(A), 6(B) and Section 7 below set forth the sole and exclusive remedies of Customer for any interruptions or delays of any Wavelength Service or other Service-related issues.

**7. Chronic Outage.** As its sole remedy, Customer may elect to terminate any affected Wavelength Service (excluding any Wavelength Service provided in Latin America) prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is Unavailable for more than 12 consecutive hours in each of 3 consecutive calendar months, or for more than 36 hours in the aggregate in any calendar month, and in each case the Unavailability is related to the same issue. The termination right must be exercised within 30 days of the event giving rise to it.