

SPECIFIC TERMS AND CONDITIONS – RESALE

These terms are attached to and made a part of the Procurement Standard Terms & Conditions – Resale. Capitalized terms not otherwise defined herein shall have the same meaning as in the Procurement Standard Terms & Conditions – Resale.

1.0 GRANT OF LICENSES; TRADEMARKS

1.1 Grant of Licenses

(a) Supplier hereby grants to CenturyLink and CenturyLink Affiliates, during the term of the applicable Order, a worldwide, irrevocable, transferable, non-exclusive right and license to (i) advertise, promote, market, resell, sublicense and distribute the Purchases and to provide related services to CenturyLink customers as specified in such Order, and (ii) use, reproduce and distribute the Documentation and applicable Purchases in connection with CenturyLink's exercise of the rights granted in this Section. At CenturyLink's request, Supplier will provide electronic masters of the Documentation.

(c) Whether or not expressly stated, CenturyLink may transfer to its Customers the same representations, warranties and indemnifications, with respect to the Purchases as granted by Supplier to CenturyLink. Customers are intended third party beneficiaries and have the right to enforce the provisions of the Terms, including indemnification. If Supplier provides CenturyLink with Software that CenturyLink will distribute to Customers, then, with the exception of CenturyLink's license to resell as granted above, the license granted to CenturyLink for the Software is transferable to Customers.

1.2 Trademarks; White Label Services and Purchases

(a) Unless the parties intend for the Purchases to be rebranded as CenturyLink's, CenturyLink will not remove Supplier's trademarks from the Purchases or Documentation. CenturyLink may affix a label on the Purchases or Documentation depicting CenturyLink's logo, name and address and identifying CenturyLink as the service agent for the Purchases, if applicable, provided that CenturyLink does not obscure Supplier's trademarks.

(b) If the Purchases will be exclusively branded as CenturyLink's products, services or software, CenturyLink grants to Supplier on the terms and conditions set forth herein, a royalty free, personal, non-transferable, non-exclusive, revocable right to affix the CenturyLink logo and the trademarks (the "CenturyLink Marks") on the Purchases as described in an Order. Supplier is not granted a right to sublicense the CenturyLink Marks.

(c) Supplier agrees to use the CenturyLink Marks in a manner that will not jeopardize their validity or detract from CenturyLink's goodwill or interest in them. Supplier will comply with the conditions set forth in CenturyLink's Brand Identity Guidelines, as may be amended from time to time, or as directed by CenturyLink, with respect to the style, color, appearance, and manner of use of the CenturyLink Marks. Supplier further agrees not to use the CenturyLink Marks in combination with any other graphic or textual elements so as to create a composite trademark.

(d) The placement of the CenturyLink Marks on the Purchases must be approved by CenturyLink marketing and advertising personnel in writing, prior to manufacture and distribution. CenturyLink reserves the right to withhold any such approval in its sole discretion.

(e) CenturyLink may, itself or through any reasonably designated representative, upon reasonable written notice to Supplier and no more than once per year, inspect the premises and operations of Supplier at Supplier's place of business at any time during regular working hours to ensure that the Purchases to be sold under the CenturyLink Marks meet the requirements set forth in the Terms. If the inspection or any other information available to CenturyLink reveals deficiencies in the quality of Purchases bearing the CenturyLink Marks which in the judgment of the CenturyLink would adversely reflect upon the CenturyLink Marks, Supplier will promptly ensure that the Purchases meet the requirements of the Terms.

(f) Supplier acknowledges that the CenturyLink Marks and all goodwill associated therewith are, and will remain, the sole property of CenturyLink and its Affiliates and that no rights are conferred upon Supplier with respect to the CenturyLink Marks except as specifically set forth herein. Supplier may not acquire or claim any title to the CenturyLink Marks adverse to CenturyLink by virtue of the license granted herein or through Supplier's use of the CenturyLink Marks. All uses or claims to ownership of the CenturyLink Marks by Supplier will inure solely to the benefit of CenturyLink or its Affiliates. Supplier is estopped from challenging the validity of the CenturyLink Marks or from setting up any claim adverse to CenturyLink or its Affiliates regarding the CenturyLink Marks.

(g) The license to use the marks will terminate, and Supplier will cease all use of the CenturyLink Marks and the exercise of all rights granted under this Section 1.2, upon (i) termination of the applicable Order, or (ii) 10 days' written notice by CenturyLink. CenturyLink may terminate the license upon 10 days' written notice in its sole and complete discretion.

(h) CenturyLink has no duty or obligation to register, renew or otherwise maintain any registration for any of the CenturyLink Marks.

2.0 Marketing and Distribution of Purchases: CenturyLink's marketing and distribution of the Purchases will be within CenturyLink's sole discretion. Without limiting the foregoing, CenturyLink may decline to advertise, promote, market, resell, sublicense and/or distribute any Purchases without limiting the licenses granted to CenturyLink. CenturyLink may bill its Customers for Purchases at prices determined in CenturyLink's sole discretion.

3.0 Orders: CenturyLink may, without penalty, modify or cancel any Order prior to acceptance. After Supplier's acceptance of an Order, CenturyLink may delay the scheduled date for delivery, performance, customization or assembly of any or all Services without penalty, and provided that CenturyLink gives 5 days written notice, CenturyLink may cancel any or all Purchases under an Order without penalty. "Services" means the professional and consulting services including, without limitation Support Services as specified in an Order and provided by or on behalf of Supplier to CenturyLink or a Customer.

4.0 Third Party Authorizations: Supplier is solely responsible for securing any and all authorizations, consents, approvals and licenses from third parties that are necessary for provision and performance of Purchases, and sufficient to grant the rights specified herein with respect to all Purchases.

5.0 Additional Insurance: Professional Liability/Errors & Omissions: If Supplier provides any consulting or professional Services, design Services or software development, installation, or support, either for CenturyLink or its Affiliates' internal or other use or for resale to Customers, Supplier will maintain Errors & Omissions Liability insurance covering acts, errors and omissions or any unintentional breach of contract arising out of Supplier's operations or Services with limits of not less than \$2,000,000 per claim. If applicable, coverage will include Network Security coverage and Privacy Liability extending coverage loss arising from

unauthorized access or use that results in identity theft or fraud; and violation of state, federal or foreign statute or regulation requiring notice, not excluding HIPAA, or regulations pursuant to HIPAA. Such insurance will provide a retroactive date prior to the date of the Order and either (a) continuous insurance coverage for a period of 2 years after termination of the Order, or (b) an extended reporting period of not less than 2 years after termination of the Order.

6.0 Non-Solicitation; Non-Diversion: Supplier agrees that during the term of the Order and for a period of one year after termination or expiration of the Order, it will not, directly or indirectly, through the use of Customer information obtained in connection with the provision of the Purchases, solicit, divert or take, or attempt to divert or take away, the Customer, the business or accounts of CenturyLink.

7.0 Pass Through Warranties: If Supplier is not the original manufacturer of any Purchases to be resold to Customers, Supplier will provide pass-through warranties and indemnifications to the extent such warranties and indemnifications are made available by the original manufacturer (excluding Supplier's subcontractors or supply chain services).

8.0 Surviving Customers: Supplier will continue after the term to provide Services and to support Customers that have previously entered into a contract with CenturyLink prior to the end of the term ("Surviving Customer"). Supplier's obligation to provide Services and support under this section will terminate upon either (a) the end of the Surviving Customer's contract with CenturyLink or (b) the date in a written notice to Supplier stating a date when a Surviving Customer is no longer receiving the Services. Supplier will not be obligated to provide Services to new Customers or provide Services or support to any party other than Surviving Customers. Services provided to Surviving Customers will be at the prices in effect for each Surviving Customer at the end of the term. Under no circumstances will minimum commitments or other development or platform fees, if any, apply to fees for Surviving Customers.

9.0 Suspension or Termination of Work: CenturyLink may, at any time, suspend or terminate all or any portion of work with or without cause. Upon being notified in writing by CenturyLink of the suspension or termination of work, Supplier will immediately take such steps as may be necessary to protect the work, materials and equipment and to eliminate, reduce and minimize costs. It is expressly understood and agreed that such suspension or termination by CenturyLink will not relieve Supplier from any responsibility for the proper supervision and execution of the work. Any extension of time for completion applied for by Supplier will take into consideration any suspension ordered by CenturyLink. If Supplier incurs additional costs as a result of a suspension or termination of work ordered by CenturyLink, CenturyLink will pay Supplier an adjustment for any direct additional costs incurred prior to such suspension or termination, unless the suspension or termination of work was caused or contributed to, directly, by Supplier. In such case, CenturyLink will not be liable for any further costs incurred by Supplier.

If Supplier is being compensated for work suspended or terminated on a per-unit basis, CenturyLink will pay Supplier for units completed at the per unit rate. For any incomplete units, the adjustment will be negotiated between the parties.

10.0 Inspection:

10.1 CenturyLink, at its option, may observe and inspect Supplier's work at any time. It is expressly understood and agreed that such observations and inspections by CenturyLink will not relieve Supplier from any responsibility for the proper supervision and execution of the Services.

10.2 Supplier will notify CenturyLink in writing when the Services are complete and ready for final inspection.

10.3 Supplier will promptly correct all Services rejected by CenturyLink as defective or non-conforming. Supplier will bear all costs of correcting such Services including, repairing any damages caused by reopening concealed Services.

11.0 Risk of Loss: Until acceptance of Purchases by Customer or by CenturyLink or until return of CenturyLink's property to CenturyLink, Supplier will bear the risk of loss to any CenturyLink property utilized in the installation including, but not limited to, any equipment to be installed, materials, supplies or other property that may be delivered to Supplier. Supplier will take all reasonable and necessary precautions to prevent damage, loss or theft of CenturyLink property. At the completion of Services, Supplier agrees to return promptly all unused material and supplies of CenturyLink. Supplier agrees to reimburse CenturyLink for the actual cost to replace any such items that are lost, damaged or stolen prior to acceptance of the Services or which are not promptly returned to CenturyLink at the completion of the Services. CenturyLink will have the right to deduct the cost thereof from any payments due Supplier.

12.0 Damage to Property from Causes Other Than Supplier's Negligence: Nothing in the Terms will be construed to preclude CenturyLink and Customer from receiving the benefits of any insurance Supplier may carry which provides for indemnification for any loss or destruction of or damage to property in the custody and care of Supplier or such loss, destruction or damage to CenturyLink's or Customer's property. Supplier will do nothing to prejudice CenturyLink's and Customer's rights to recover against third parties for any loss, destruction of or damage to CenturyLink's or Customer's property, and upon request of CenturyLink, Supplier will, at CenturyLink's or Customer's expense, furnish to CenturyLink or Customer all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of CenturyLink or the Customer) in obtaining recovery.

13.0 Delivery of Supplies and Materials: If an Order is terminated, CenturyLink may require Supplier to transfer title and deliver to CenturyLink any Work Product that Supplier has specifically produced or acquired for the terminated Order. Upon direction of CenturyLink, Supplier will also protect and preserve property in its possession in which CenturyLink has an interest.

14.0 Non-Conforming Products; Manufacturer Warranties

14.1 At CenturyLink's option, Supplier will correct non-conforming Purchases that are Products ("Products" means equipment, hardware, cabling, embedded software and other materials supplied to CenturyLink by Supplier) at CenturyLink's or Customer's site, or pay the expenses associated with the shipment of such Products to Supplier, in which case Supplier will bear the risk of loss during shipment. If Supplier is not the manufacturer of any Products, Supplier will obtain the same warranty as specified herein from the manufacturer, will pass such warranty on to CenturyLink or Customer, and assist in making claims under such warranty.

14.2 Warranties will not be affected by removal, relocation or resale of Products and warranties will survive inspection, acceptance and payment. Warranties will run to CenturyLink, its agents, successors in interest, assigns and Customers.

14.3 All Products sold hereunder will have Underwriters Laboratories ("UL") approval.

15.0 Applicability: Supplier will perform and provide Purchases in accordance with the Terms. CenturyLink may purchase the Purchases by executing or issuing an Order with or to Supplier. Each Order specifically incorporates the Terms. If CenturyLink orders Purchases from an entity which is authorized by Supplier to distribute and/or resell Supplier's services, products or software

(a "Distributor"), the warranties, indemnities, and limitations of liability in the Terms will apply to Supplier and will be directly enforceable by CenturyLink with respect to the Purchases CenturyLink purchases from the Distributor.