



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR2474

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Century Link (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

We are amending Utah Cooperative Contract No. AR2474, Pramata # 1068385, with Effective Date as of the last signature date below as follows;

1. The following Service Exhibits attached to this Amendment #3 are hereby added to Attachment E of the Master Agreement:

- CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT; INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT
- CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT
- CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT
- RENTAL CPE SERVICE EXHIBIT
- NETWORK-BASED SECURITY SERVICE EXHIBIT
- NETWORK MANAGEMENT SERVICE EXHIBIT
- CENTURYLINK® SD-WAN SERVICE SCHEDULE
- CENTURYLINK IQ® DELTA PORT™ WITH IP CONNECTION BUNDLE OFFER ATTACHMENT
- LEVEL 3<sup>SM</sup> COLLABORATION SERVICES SERVICE SCHEDULE
- LEVEL 3<sup>®</sup> SECURE ACCESS SERVICE - SERVICE SCHEDULE
- LEVEL 3<sup>®</sup> WAVELENGTH SERVICE (Lease) SERVICE SCHEDULE
- ENCRYPTED WAVELENGTHS ADDENDUM FOR LEVEL 3 WAVELENGTH SERVICE
- LEVEL 3<sup>®</sup> DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE - SERVICE SCHEDULE
- LEVEL 3<sup>®</sup> INTERNET SERVICES – DIA HSIP
- SKYPE FOR BUSINESS, MANAGED BY LEVEL 3 COMMUNICATIONS
- LEVEL 3<sup>SM</sup> ELYNK SERVICE

2. The CenturyLink Software-Defined WAN Service Exhibit included in Attachment E of the Master Agreement is hereby deleted in its entirety and replaced with the version of the CenturyLink SD-WAN Service Schedule attached to this Amendment #3.

3. Attachment A is amended to include a new section 44 as follows:

44. CenturyLink Affiliates. For Service Exhibits that are identified as "Level 3" on Exhibit E of the Master Agreement, Level 3 Communications, LLC ("Level 3"), which is an affiliate under common control with CenturyLink Communications, LLC, will provide the Services described on the applicable Service Exhibits and bill Participating Entities in the name of Level 3.

Effective Date of Amendment: As of the last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

DocuSigned by:

*Sue Baker*

11/20/2018

Contractor's Signature

Date

DocuSigned by:

*Christopher Hughes*

11/20/2018

Director

State of Utah Division of Purchasing

Date

Sue Baker

Contractor's Name (Print)

Manager-Offer Management

Title (Print)

Purchasing Agent	Phone #	e-mail	Contract #
Solomon Kingston	801-538-3228	<a href="mailto:skingston@utah.gov">skingston@utah.gov</a>	AR2474

**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT  
INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink QC ("CenturyLink") will provide and Customer will purchase CenturyLink interstate Optical Wavelength Service ("Optical Wavelength Service" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), the ISG, and at the locations specified on the pricing attachment. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77412 and to the online SLA.

**2. Service.**

**2.1 Description.**

**(a)** Optical Wavelength Service is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing ("DWDM") technology with 24/7 proactive network monitoring and competitive SLA. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. Optical Wavelength Service supports industry-standard protocols such as SONET, Ethernet, and Storage Area Network ("SAN") on a circuit-by-circuit basis.

**(b)** CenturyLink will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to special Construction, CenturyLink will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by CenturyLink) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the Service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of CenturyLink or its assignee, and nothing contained in this Service Exhibit will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

**(c)** CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year.

**2.2 Changes.** CenturyLink will provide the following types of changes to Service or additions of new Service under the terms and conditions of the ISG if the Service is available at the speed(s) and location(s) requested:

**(a) Additions of new Service.** Additional Optical Wavelength Service circuits will be handled on a pricing attachment added under this Service Exhibit via amendment. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and Construction charges.

**(b) Moves.** Customer may move an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits within the CenturyLink 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. In the event of a move of a Customer premises, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved Service. Moves will be handled on a pricing attachment added under this Service Exhibit via amendment. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Minimum Service Period.

**(c) Upgrades.** Customer may upgrade an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits to a higher bandwidth capacity. In such event, a new Service Term and Minimum Service Period for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. All then-current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be handled on a pricing attachment added under this Service Exhibit via amendment.

**3. Service Term; Termination.**

**3.1 Service Term.** This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Optical Wavelength Service circuit ordered, including moves, upgrades, and renewals, will have its own Minimum Service Period (as defined in the Agreement) and "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach

**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT  
INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT**

agreement by expiration of a Service Term, Service will continue on a month-to-month basis under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month ISG rates.

**3.2 Termination.** This Service Exhibit can only be terminated if all Service under it has been terminated.

**(a)** Either party may terminate Service ordered under this Service Exhibit in accordance with the Agreement and ISG. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by CenturyLink for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

(i) If the termination occurs during the Minimum Service Period (i.e., during the first 12 months of Service), Customer will pay all accrued and unpaid charges for Service provided through the effective date of that termination plus a Termination Charge of 100% of the MRCs for the terminated Service multiplied by the number of months remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term after the Minimum Service Period.

(ii) If the termination occurs after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service multiplied by the number of months remaining in the initial Service Term.

**(b)** Service will no longer be subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**4. Charges.** Current Rates for Service are set forth in the pricing attachment for informational purposes. The actual Rates charged for Service will be those in effect in the ISG on the installation date of Service as evidenced by CenturyLink records. The MRCs in effect in the ISG on the installation date of Service will be in effect through the Service Term. If Service is renewed for a new Service Term on a pricing attachment, the Rates will be those in effect at the time the Service is renewed, as evidenced by CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink ISG interstate charges.

**CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT**

This CenturyLink IQ® Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the CenturyLink® Total Advantage®, CenturyLink® Loyal Advantage®, CenturyLink® Master Services Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. Scope.** Customer may purchase a Data Bundle Standard or Data Bundle Pro solution (each a "Data Bundle") under this Attachment. "Data Bundle Standard" is a combination of a CenturyLink IQ Networking Internet or Private Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Data Bundle Standard includes 10 Rental CPE configuration changes per year. "Data Bundle Pro" includes all Service elements and features of the Data Bundle Standard plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration, and Ethernet switch options on the Ethernet-based bundles. VoIP configuration options are available with both Data Bundle Standard and Data Bundle Pro. VoIP configuration options may vary depending on the platform.

**2. Eligibility and Restrictions.** Customer must order all the applicable Service elements in the Data Bundle at the same time under an Agreement with either a 24, 36, or 60 month Term.

**2.1 Data Bundle Ports and Local Access.** Data Bundle Standard and Data Bundle Pro are available with the CenturyLink IQ Networking Port bandwidths shown in the Eligible Rental CPE table below (each a "Data Bundle Port"). Ethernet Data Bundle Ports must use Ethernet Local Access ("ELA"). If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port Data Bundles. The Internet Port or Private Port Data Bundle Port MRC will be used to calculate Contributory Charges.

**2.2 Rental CPE.** The following table shows the eligible Rental CPE that may be used with each Port speed and Data Bundle.

Bundle Types	Eligible Rental CPE available with all Data Bundle Port Types (Internet and Private)						
	CenturyLink IQ Networking Port Bandwidths						
	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps <sup>1</sup>	With ELA 100 Mbps – 1Gbps <sup>3</sup>	DS3
Data Bundle Standard (ADTRAN)	ADTRAN 3430	ADTRAN 3430	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	N/A	N/A*	ADTRAN NV5305
Data Bundle Pro (ADTRAN)	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	ADTRAN 908e w/ SBC <sup>4</sup> or 1335P <sup>2</sup>	ADTRAN 5660 w/ SBC <sup>4</sup>	ADTRAN NV5305
Data Bundle Standard (Cisco)	Cisco 1941	Cisco 1941	Cisco 1941	N/A	N/A	N/A	N/A
Data Bundle Pro (Cisco)	N/A	N/A	N/A	N/A	N/A	Cisco 4431-SEC	N/A
Data Bundle Pro (Juniper)	N/A	N/A	N/A	N/A	Juniper NFX250-S2	N/A	N/A
Data Bundle Standard (Juniper)	N/A	N/A	N/A	N/A	N/A	Juniper EX3300 <sup>5</sup>	N/A

<sup>1</sup>Bandwidths increase in 10 Mbps increments.

<sup>2</sup>The 1335P only supports Ethernet speeds up to 10 Mbps.

<sup>3</sup>Bandwidths increase in 100 Mbps increments.

<sup>4</sup>Session Border Controller.

<sup>5</sup>VPN tunnels are not supported.

The Rental CPE must be configured and installed for use with a Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET® Remote Standard Service and 24x7

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on-site maintenance uses ProMET® On-Site Premium Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE if a problem is caused by Customer's use of the password, (b) Customer is not entitled to any SLA credits, (c) CenturyLink is not obligated to provide any CPE configuration assistance, and (d) any CenturyLink provided CPE configuration assistance will be at its then-current time and material rates.

**2.3 Upgrade.** During a Service Term, Customer may upgrade a Data Bundle with a Bandwidth Upgrade, Pro Upgrade, Maintenance Upgrade, or Port Upgrade (collectively an "Upgrade"). All Upgrades are subject to the Upgrade NRC. Customer may need to amend the Agreement to include a revised Term with an Upgrade. Bandwidth and Pro Upgrades must (a) keep the same CPE Rental brand, and (b) begin a new Service Term that is the same or longer than the existing Service Term except that Customer is not required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

a. **Bandwidth Upgrade.** Customer may upgrade to a higher bandwidth or to a Managed Data Bundle, which is purchased separately, (each a "Bandwidth Upgrade") if the Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3.

b. **Pro Upgrade.** Customer may upgrade from a Data Bundle Standard to a Data Bundle Pro at the same bandwidth level ("Pro Upgrade") at any time during the Service Term.

c. **Maintenance and Port Upgrade.** Customer may upgrade a Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance ("Maintenance Upgrade") or from an Internet Port to a Private Port ("Port Upgrade") without restarting a new Service Term if Customer: (i.) has a location and Rental CPE that qualifies, (ii.) keeps the same bundle type and bandwidth and (iii.) pays the Upgrade NRC.

**2.4 Moves.** Customer may move a Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

**2.5 Relocation.** Customer may relocate a Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade, a Pro Upgrade or the same Data Bundle, (d) pays the Upgrade NRC and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

**3. Pricing.** Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Data Bundle ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

**3.1** If Customer wishes to order a new Data Bundle or modify an existing Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Data Bundle or, (ii) if Addendum A applies and the new Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Data Bundle that is specified on the quote.

**3.2 Data Bundle Pricing.** The Data Bundle Port MRC includes the MRCs for the Data Bundle Port and Rental CPE. CenturyLink will waive End-to-End Performance Reporting MRCs. The Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Data Bundle expires, CenturyLink may modify

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pricing for the Data Bundle. Upgrades and additional Data Bundle orders after an initial order may be subject to then-current Data Bundle pricing.

**3.3 Local Access Pricing.** Local Access rates are in the quote or in Addendum A.

**3.4 Upgrade NRC.** Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

**4. Term; Cancellation.**

**4.1 Term.** The term of an individual Data Bundle begins on the date CenturyLink notifies Customer that a Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of months as specified in Customer's order for a Data Bundle ("Service Term"). The Service Term is indicated in the quote or the pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Data Bundle Service Term. Upon expiration of a Service Term, the Data Bundle will remain in effect on a month-to-month basis until canceled by either party with 60 days' prior notice.

**4.2 Cancellation.** Upon cancellation of a Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Data Bundle Port Cancellation Charge equal to: (i) 100% of the Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus (iii) 50% of the Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Data Bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

**4.3 Waiver of Cancellation Charges.**

**(a) Upgrade.** When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Data Bundles installed for at least 12 months, and (iii) Local Access Cancellation Charges for all other Data Bundles.

**(b) Moves.** When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

**(c) Relocation.** When Customer has a Relocation, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Data Bundles.

**4.4 Rental CPE Purchase.** Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-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 CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink 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 Rental CPE. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

**5. Add-On Connection.** Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Data Bundle Pro, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink, and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On

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Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 10 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

<b>CenturyLink IQ Data Bundle Pro Rental CPE Routers that Support Add-On Connection Cards</b>	
<b>Router</b>	<b>CenturyLink IQ Data Bundle Bandwidth</b>
ADTRAN 4430 .	5xDS1 through 8xDS1
Adttran1335POE	up to 10 Mbps
ADTRAN 5305 .	DS3
ADTRAN 5660 w/ SBC and ADTRAN 5660	100 Mbps through 1Gbps in 100Mbps increments
Cisco 4431-SEC	100 Mbps through 1Gbps in 100Mbps increments

<b>CenturyLink-approved Add-On Connection Cards</b>	
<b>Cisco</b>	<b>ADTRAN</b>
HWIC-1DSU-T1 VWIC3-2MFT-T1/E1 SM-X-1T3/E3 EHWIC-4G-LTE-VZ EHWIC-4ESG HWIC-2FE EHWIC-1GE-SFP-CU GLC-LH-SMD GLC-SX-MMD NIM-1MFT-T1/E1 NIM-2MFT-T1/E1 NIM-4MFT-T1/E1 NIM-ES2-4 NIM-1GE-CU-SFP NIM-2GE-CU-SFP	1202862L1 (Single T1 NIM) 1202872L1 (Dual T1 NIM) 1200481E1 (1000BASELX LC SFP) 1200480E1 (1000BASESX LC SFP)

**(a) Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

<b>Description</b>	<b>NRC</b>
Add-On Connection Card Replacement Program	\$50.00 per Add-On Connection Card

**6. Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, and the Agreement, This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.



**CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT****ADDENDUM A****CENTURYLINK IQ® DATA BUNDLE PRICING**

The CPE Rental term and each Data Bundle Port and Local Access circuit receiving Data Bundle pricing will be subject to the Service Term set forth in the applicable pricing table. If Customer wishes to order a Data Bundle that is not shown in the pricing tables below, Customer must enter into a separate written amendment that includes the applicable Data Bundle.

Key to the symbols used in the following tables:

\* The Internet Port or Private PortData Bundle Port MRC will be used to calculate Contributory Charges.

\*\* The Customer's location must qualify for on-site maintenance.

The Customer's ELA price will be determined by the Product Pricer quote.

<b>Data Bundle Standard and Pro</b>						
<b>24 Month Service Term; 8x5 NBD Maintenance</b>						
<b>NxDS1 and DS3</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	ADTRAN	BSGIQBUN2Y	Standard	\$210	\$230	TBD
		BSGIQBUN2Y	Pro	\$230	\$250	
	Cisco	BSGIQBUN2Y	Standard	\$270	\$290	
2xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$345	\$380	TBD
		BSGIQBUN2Y	Pro	\$365	\$400	
	Cisco	BSGIQBUN2Y	Standard	\$425	\$460	
3xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$505	\$560	TBD
		BSGIQBUN2Y	Pro	\$525	\$580	
	Cisco	BSGIQBUN2Y	Standard	\$610	\$665	
4xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$645	\$720	TBD
		BSGIQBUN2Y	Pro	\$665	\$740	
	Cisco	BSGIQBUN2Y	Standard	\$780	\$855	
5xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$752	\$842	TBD

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		BSGIQBUN2Y	Pro	\$772	\$862	
6xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$1,030	\$1,140	TBD
		BSGIQBUN2Y	Pro	\$1,050	\$1,160	
7xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$1,342	\$1,467	TBD
		BSGIQBUN2Y	Pro	\$1,362	\$1,487	
8xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$1,582	\$1,727	TBD
		BSGIQBUN2Y	Pro	\$1,602	\$1,747	
DS3	ADTRAN	BSGIQBUN2Y	Standard	\$1,656	\$1,841	TBD
		BSGIQBUN2Y	Pro	\$1,676	\$1,861	

<b>Data Bundle Standard and Pro</b> <b>24 Month Service Term; 8x5 NBD Maintenance</b> <b>Ethernet</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$422	\$442	TBD
	Juniper	BSGIQBUN2Y	Pro	\$487	\$507	
10Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$438	\$473	TBD
	Juniper	BSGIQBUN2Y	Pro	\$503	\$538	
20Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$518	\$558	TBD
	Juniper	BSGIQBUN2Y	Pro	\$618	\$658	
30Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$579	\$634	TBD
	Juniper	BSGIQBUN2Y	Pro	\$694	\$749	
40Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$652	\$712	TBD
	Juniper	BSGIQBUN2Y	Pro	\$777	\$837	
50Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$796	\$871	TBD

**CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT**

	Juniper	BSGIQBUN2Y	Pro	\$946	\$1,021	
60Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$837	\$917	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,012	\$1,092	
70Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$916	\$1,006	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,116	\$1,206	
80Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$993	\$1,093	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,218	\$1,318	
90Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$1,068	\$1,171	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,318	\$1,421	
100Mbps	Juniper	BSGIQBUN2Y	Standard	\$1,122	\$1,227	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$1,142	\$1,247	
	Juniper	BSGIQBUN2Y	Pro	\$1,542	\$1,647	
200Mbps	Juniper	BSGIQBUN2Y	Standard	\$1,896	\$2,006	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$1,916	\$2,026	
	Cisco	BSGIQBUN2Y	Pro	\$2,416	\$2,526	
300Mbps	Juniper	BSGIQBUN2Y	Standard	\$2,283	\$2,558	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$2,303	\$2,578	
	Cisco	BSGIQBUN2Y	Pro	\$2,803	\$3,078	
400Mbps	Juniper	BSGIQBUN2Y	Standard	\$2,620	\$2,940	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$2,640	\$2,960	
	Cisco	BSGIQBUN2Y	Pro	\$3,140	\$3,460	
500Mbps	Juniper	BSGIQBUN2Y	Standard	\$2,905	\$3,270	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$2,925	\$3,290	
	Cisco	BSGIQBUN2Y	Pro	\$3,425	\$3,790	
600Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,119	\$3,514	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,139	\$3,534	
	Cisco	BSGIQBUN2Y	Pro	\$3,639	\$4,034	
700Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,296	\$3,721	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,316	\$3,741	
	Cisco	BSGIQBUN2Y	Pro	\$3,816	\$4,241	
800Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,454	\$3,899	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,474	\$3,919	
	Cisco	BSGIQBUN2Y	Pro	\$3,974	\$4,419	
900Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,582	\$4,052	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,602	\$4,072	
	Cisco	BSGIQBUN2Y	Pro	\$4,102	\$4,572	
1Gbps	Juniper	BSGIQBUN2Y	Standard	\$3,860	\$4,355	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,880	\$4,375	
	Cisco	BSGIQBUN2Y	Pro	\$4,380	\$4,875	

## CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT

<b>Data Bundle Standard and Pro</b> <b>36 Month Service Term; 8x5 NBD Maintenance</b> <b>NxDS1 and DS3</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	ADTRAN	BSGIQBUN3Y	Standard	\$185	\$205	TBD
		BSGIQBUN3Y	Pro	\$205	\$225	
	Cisco	BSGIQBUN3Y	Standard	\$245	\$265	
2xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$340	\$375	TBD
		BSGIQBUN3Y	Pro	\$360	\$395	
	Cisco	BSGIQBUN3Y	Standard	\$420	\$455	
3xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$495	\$550	TBD
		BSGIQBUN3Y	Pro	\$515	\$570	
	Cisco	BSGIQBUN3Y	Standard	\$600	\$655	
4xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$632	\$707	TBD
		BSGIQBUN3Y	Pro	\$652	\$727	
	Cisco	BSGIQBUN3Y	Standard	\$767	\$842	
5xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$738	\$828	TBD
		BSGIQBUN3Y	Pro	\$758	\$848	
6xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$1,012	\$1,122	TBD
		BSGIQBUN3Y	Pro	\$1,032	\$1,142	
7xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$1,320	\$1,445	TBD
		BSGIQBUN3Y	Pro	\$1,340	\$1,465	
8xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$1,555	\$1,700	TBD
		BSGIQBUN3Y	Pro	\$1,575	\$1,720	

## CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT

DS3	ADTRAN	BSGIQBUN3Y	Standard	\$1,678	\$1,863	TBD
		BSGIQBUN3Y	Pro	\$1,698	\$1,883	
Data Bundle Standard and Pro 36 Month Service Term; 8x5 NBD Maintenance Ethernet						
Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$410	\$430	TBD
	Juniper	BSGIQBUN3Y	Pro	\$475	\$495	
10Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$420	\$455	TBD
	Juniper	BSGIQBUN3Y	Pro	\$485	\$520	
20Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$507	\$547	TBD
	Juniper	BSGIQBUN3Y	Pro	\$607	\$647	
30Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$574	\$629	TBD
	Juniper	BSGIQBUN3Y	Pro	\$689	\$744	
40Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$653	\$713	TBD
	Juniper	BSGIQBUN3Y	Pro	\$778	\$838	
50Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$803	\$878	TBD
	Juniper	BSGIQBUN3Y	Pro	\$953	\$1,028	
60Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$850	\$930	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,025	\$1,105	
70Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$935	\$1,025	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,135	\$1,225	
80Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$1,018	\$1,118	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,243	\$1,343	
90Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$1,099	\$1,202	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,349	\$1,452	
100Mbps	Juniper	BSGIQBUN3Y	Standard	\$1,170	\$1,275	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$1,190	\$1,295	
	Juniper	BSGIQBUN3Y	Pro	\$1,590	\$1,695	
200Mbps	Juniper	BSGIQBUN3Y	Standard	\$1,930	\$2,040	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$1,950	\$2,060	
	Cisco	BSGIQBUN3Y	Pro	\$2,450	\$2,560	
300Mbps	Juniper	BSGIQBUN3Y	Standard	\$2,302	\$2,577	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$2,322	\$2,597	
	Cisco	BSGIQBUN3Y	Pro	\$2,822	\$3,097	

**CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT**

400Mbps	Juniper	BSGIQBUN3Y	Standard	\$2,625	\$2,945	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$2,645	\$2,965	
	Cisco	BSGIQBUN3Y	Pro	\$3,145	\$3,465	
500Mbps	Juniper	BSGIQBUN3Y	Standard	\$2,895	\$3,260	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$2,915	\$3,280	
	Cisco	BSGIQBUN3Y	Pro	\$3,415	\$3,780	
600Mbps	Juniper	BSGIQBUN3Y	Standard	\$3,095	\$3,490	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,115	\$3,510	
	Cisco	BSGIQBUN3Y	Pro	\$3,615	\$4,010	
700Mbps	Juniper	BSGIQBUN3Y	Standard	\$3,258	\$3,683	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,278	\$3,703	
	Cisco	BSGIQBUN3Y	Pro	\$3,778	\$4,203	
800Mbps	Juniper	BSGIQBUN3Y	Standard	\$3,401	\$3,846	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,421	\$3,866	
	Cisco	BSGIQBUN3Y	Pro	\$3,921	\$4,366	
900Mbps	Juniper	BSGIQBUN3Y	Standard	\$3,515	\$3,985	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,535	\$4,005	
	Cisco	BSGIQBUN3Y	Pro	\$4,035	\$4,505	
1Gbps	Juniper	BSGIQBUN3Y	Standard	\$3,730	\$4,225	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,750	\$4,245	
	Cisco	BSGIQBUN3Y	Pro	\$4,250	\$4,745	

**Data Bundle Standard and Pro****24 Month Service Term; 24 x 7 Maintenance – 4 hour response\*\***

NxDS1 and DS3

Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	ADTRAN	BSGIQBUN2Y	Standard	\$230	\$250	TBD
		BSGIQBUN2Y	Pro	\$250	\$270	
	Cisco	BSGIQBUN2Y	Standard	\$290	\$310	
2xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$385	\$420	TBD
		BSGIQBUN2Y	Pro	\$405	\$440	
	Cisco	BSGIQBUN2Y	Standard	\$465	\$500	
3xDS1	ADTRAN	BSGIQBUN2Y	Standard	\$565	\$620	TBD
		BSGIQBUN2Y	Pro	\$585	\$640	
	Cisco	BSGIQBUN2Y	Standard	\$670	\$725	

**CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT**

4xDS1	ADTRAN	BSGIBUN2Y	Standard	\$725	\$800	TBD
		BSGIBUN2Y	Pro	\$745	\$820	
	Cisco	BSGIBUN2Y	Standard	\$860	\$935	
5xDS1	ADTRAN	BSGIBUN2Y	Standard	\$852	\$942	TBD
		BSGIBUN2Y	Pro	\$872	\$962	
6xDS1	ADTRAN	BSGIBUN2Y	Standard	\$1,150	\$1,260	TBD
		BSGIBUN2Y	Pro	\$1,170	\$1,280	
7xDS1	ADTRAN	BSGIBUN2Y	Standard	\$1,482	\$1,607	TBD
		BSGIBUN2Y	Pro	\$1,502	\$1,627	
8xDS1	ADTRAN	BSGIBUN2Y	Standard	\$1,742	\$1,887	TBD
		BSGIBUN2Y	Pro	\$1,762	\$1,907	
DS3	ADTRAN	BSGIBUN2Y	Standard	\$1,836	\$2,021	TBD
		BSGIBUN2Y	Pro	\$1,856	\$2,041	

**Data Bundle Standard and Pro****24 Month Service Term; 24 x 7 Maintenance – 4 hour response \*\*****Ethernet**

Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps	ADTRAN	BSGIBUN2Y	Pro	\$447	\$467	TBD
	Juniper	BSGIBUN2Y	Pro	\$512	\$532	
10Mbps	ADTRAN	BSGIBUN2Y	Pro	\$473	\$508	TBD
	Juniper	BSGIBUN2Y	Pro	\$538	\$573	
20Mbps	ADTRAN	BSGIBUN2Y	Pro	\$558	\$598	TBD
	Juniper	BSGIBUN2Y	Pro	\$658	\$698	
30Mbps	ADTRAN	BSGIBUN2Y	Pro	\$624	\$679	TBD
	Juniper	BSGIBUN2Y	Pro	\$739	\$794	

## CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT

40Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$702	\$762	TBD
	Juniper	BSGIQBUN2Y	Pro	\$827	\$887	
50Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$851	\$926	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,001	\$1,076	
60Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$897	\$977	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,072	\$1,152	
70Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$981	\$1,071	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,181	\$1,271	
80Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$1,063	\$1,163	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,288	\$1,388	
90Mbps	ADTRAN	BSGIQBUN2Y	Pro	\$1,143	\$1,246	TBD
	Juniper	BSGIQBUN2Y	Pro	\$1,393	\$1,496	
100Mbps	Juniper	BSGIQBUN2Y	Standard	\$1,202	\$1,307	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$1,222	\$1,327	
	Juniper	BSGIQBUN2Y	Pro	\$1,622	\$1,727	
200Mbps	Juniper	BSGIQBUN2Y	Standard	\$1,981	\$2,091	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$2,001	\$2,111	
	Cisco	BSGIQBUN2Y	Pro	\$2,501	\$2,611	
300Mbps	Juniper	BSGIQBUN2Y	Standard	\$2,373	\$2,648	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$2,393	\$2,668	
	Cisco	BSGIQBUN2Y	Pro	\$2,893	\$3,168	
400Mbps	Juniper	BSGIQBUN2Y	Standard	\$2,715	\$3,035	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$2,735	\$3,055	
	Cisco	BSGIQBUN2Y	Pro	\$3,235	\$3,555	
500Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,005	\$3,370	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,025	\$3,390	
	Cisco	BSGIQBUN2Y	Pro	\$3,525	\$3,890	
600Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,224	\$3,619	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,244	\$3,639	
	Cisco	BSGIQBUN2Y	Pro	\$3,744	\$4,139	
700Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,406	\$3,831	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,426	\$3,851	
	Cisco	BSGIQBUN2Y	Pro	\$3,926	\$4,351	
800Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,569	\$4,014	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,589	\$4,034	
	Cisco	BSGIQBUN2Y	Pro	\$4,089	\$4,534	
900Mbps	Juniper	BSGIQBUN2Y	Standard	\$3,702	\$4,172	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$3,722	\$4,192	
	Cisco	BSGIQBUN2Y	Pro	\$4,222	\$4,692	
1Gbps	Juniper	BSGIQBUN2Y	Standard	\$3,985	\$4,480	TBD
	ADTRAN	BSGIQBUN2Y	Pro	\$4,005	\$4,500	



## CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT

	Cisco	BSGIQBUN2Y	Pro	\$4,505	\$5,000	
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<b>Data Bundle Standard and Pro</b> <b>36 Month Service Term; 24 x 7 Maintenance – 4 hour response**</b> <b>NxDS1 and DS3</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	ADTRAN	BSGIQBUN3Y	Standard	\$205	\$225	TBD
		BSGIQBUN3Y	Pro	\$225	\$245	
	Cisco	BSGIQBUN3Y	Standard	\$265	\$285	
2xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$380	\$415	TBD
		BSGIQBUN3Y	Pro	\$400	\$435	
	Cisco	BSGIQBUN3Y	Standard	\$460	\$495	
3xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$555	\$610	TBD
		BSGIQBUN3Y	Pro	\$575	\$630	
	Cisco	BSGIQBUN3Y	Standard	\$660	\$715	
4xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$712	\$787	TBD
		BSGIQBUN3Y	Pro	\$732	\$807	
	Cisco	BSGIQBUN3Y	Standard	\$847	\$922	
5xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$838	\$928	TBD
		BSGIQBUN3Y	Pro	\$858	\$948	
6xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$1,132	\$1,242	TBD
		BSGIQBUN3Y	Pro	\$1,152	\$1,262	
7xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$1,460	\$1,585	TBD
		BSGIQBUN3Y	Pro	\$1,480	\$1,605	
8xDS1	ADTRAN	BSGIQBUN3Y	Standard	\$1,715	\$1,860	TBD
		BSGIQBUN3Y	Pro	\$1,735	\$1,880	

## CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT

DS3	ADTRAN	BSGIQBUN3Y	Standard	\$1,908	\$2,093	TBD
		BSGIQBUN3Y	Pro	\$1,928	\$2,113	

## Data Bundle Standard and Pro

36 Month Service Term; 24 x 7 Maintenance – 4 hour response \*\*

## Ethernet

Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$435	\$455	TBD
	Juniper	BSGIQBUN3Y	Pro	\$500	\$520	
10Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$445	\$480	TBD
	Juniper	BSGIQBUN3Y	Pro	\$510	\$545	
20Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$547	\$587	TBD
	Juniper	BSGIQBUN3Y	Pro	\$647	\$687	
30Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$619	\$674	TBD
	Juniper	BSGIQBUN3Y	Pro	\$734	\$789	
40Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$703	\$763	TBD
	Juniper	BSGIQBUN3Y	Pro	\$828	\$888	
50Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$858	\$933	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,008	\$1,083	
60Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$910	\$990	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,085	\$1,165	
70Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$1,000	\$1,090	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,200	\$1,290	
80Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$1,088	\$1,188	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,313	\$1,413	
90Mbps	ADTRAN	BSGIQBUN3Y	Pro	\$1,174	\$1,277	TBD
	Juniper	BSGIQBUN3Y	Pro	\$1,424	\$1,527	
100Mbps	Juniper	BSGIQBUN3Y	Standard	\$1,250	\$1,355	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$1,270	\$1,375	
	Juniper	BSGIQBUN3Y	Pro	\$1,670	\$1,775	
200Mbps	Juniper	BSGIQBUN3Y	Standard	\$2,015	\$2,125	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$2,035	\$2,145	
	Cisco	BSGIQBUN3Y	Pro	\$2,535	\$2,645	
300Mbps	Juniper	BSGIQBUN3Y	Standard	\$2,392	\$2,667	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$2,412	\$2,687	
	Cisco	BSGIQBUN3Y	Pro	\$2,912	\$3,187	

**CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT**

400Mbps	Juniper	BSGIQBUN3Y	Standard	\$2,720	\$3,040	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$2,740	\$3,060	
	Cisco	BSGIQBUN3Y	Pro	\$3,240	\$3,560	
500Mbps	Juniper	BSGIQBUN3Y	Standard	\$2,995	\$3,360	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,015	\$3,380	
	Cisco	BSGIQBUN3Y	Pro	\$3,515	\$3,880	
600Mbps	Juniper	BSGIQBUN3Y	Standard	\$3,200	\$3,595	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,220	\$3,615	
	Cisco	BSGIQBUN3Y	Pro	\$3,720	\$4,115	
700Mbps	Juniper	BSGIQBUN3Y	Standard	\$3,368	\$3,793	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,388	\$3,813	
	Cisco	BSGIQBUN3Y	Pro	\$3,888	\$4,313	
800Mbps	Juniper	BSGIQBUN3Y	Standard	\$3,516	\$3,961	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,536	\$3,981	
	Cisco	BSGIQBUN3Y	Pro	\$4,036	\$4,481	
900Mbps	Juniper	BSGIQBUN3Y	Standard	\$3,635	\$4,105	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,655	\$4,125	
	Cisco	BSGIQBUN3Y	Pro	\$4,155	\$4,625	
1Gbps	Juniper	BSGIQBUN3Y	Standard	\$3,905	\$4,400	TBD
	ADTRAN	BSGIQBUN3Y	Pro	\$3,925	\$4,420	
	Cisco	BSGIQBUN3Y	Pro	\$4,425	\$4,920	

**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

This CenturyLink IQ® Managed Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network Management Service Exhibit (if applicable) and the CenturyLink® Total Advantage®, CenturyLink® Loyal Advantage®, or CenturyLink Master Service Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. Scope.** Customer may purchase a Managed Data Bundle solution (each a "Managed Data Bundle") under this Attachment. A "Managed Data Bundle" is a combination of a CenturyLink IQ® Networking Internet or Private Port, Local Access Service, Eligible Rental CPE (ADTRAN® or Cisco®), and Network Management Service ("NMS") Select Management or Comprehensive Management. NMS Select Management and Comprehensive Management provide 12 or 24 Rental CPE configuration changes, 24x7 real-time monitoring, pro-active notification of problems or potential problems, and online reporting of the Rental CPE. Ethernet switch options are available on the Ethernet-based bundles, and VoIP configuration options are available with both Select and Comprehensive Management. VoIP configuration options may vary depending on the platform.

**2. Eligibility and Restrictions.** Customer must order all the applicable Service elements in the Managed Data Bundle at the same time under an Agreement with a 24 or 36, or 60 month Term. CenturyLink may withdraw the offer under this Attachment on or before >>>ENTER Date<<<. Orders and quotes associated with this Attachment will be subject to the terms of this attachment. CenturyLink may, in its sole discretion, determine how long it will accept orders and quotes associated with this Attachment.

**2.1 Managed Data Bundle Ports and Local Access.** Managed Data Bundles are available with the CenturyLink IQ Networking Port bandwidths shown in the Eligible Rental CPE table below (each a "Managed Data Bundle Port"). Ethernet Managed Data Bundle Ports must use Ethernet Local Access ("ELA"). If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port Data Bundles. The Internet Port or Private Port Managed Data Bundle Port MRC will be used to calculate Contributory Charges.

**2.2 Rental CPE.** The following table shows the eligible Rental CPE that may be used with each Port speed and Managed Data Bundle.

<b>Eligible Rental CPE available with all Managed Data Bundle Port Types (Internet and Private)</b>							
<b>Bundle Types</b>	<b>CenturyLink IQ Networking Port Bandwidths</b>						
	<b>DS1</b>	<b>2xDS1</b>	<b>3xDS1 4xDS1</b>	<b>5xDS1 6xDS1 7xDS1 8xDS1</b>	<b>With ELA: 5 Mbps and 10 – 100 Mbps<sup>1</sup></b>	<b>With ELA: 100 Mbps to 1Gbps<sup>2</sup></b>	<b>DS3</b>
Managed Data Bundle (ADTRAN)	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	ADTRAN 908e w/ SBC <sup>4</sup> or 1335P <sup>3</sup>	ADTRAN 5660 w/ SBC <sup>4</sup>	ADTRAN NV5305
Managed Data Bundle (Cisco)	N/A	N/A	N/A	N/A	N/A	Cisco 4431-SEC	N/A

<sup>1</sup>Bandwidths increase in 10 Mbps increments.

<sup>2</sup>Bandwidths increase in 100 Mbps increments.

<sup>3</sup>The 1335P only supports Ethernet speeds up to 10 Mbps.

<sup>4</sup>Session Border Controller.

The Rental CPE must be configured and installed for use with a Managed Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET® Remote Standard Service and 24x7 on-site maintenance uses ProMET® On-Site Premium Service.

**2.3 Upgrade.** During a Service Term, Customer may upgrade its Managed Data Bundle to a higher bandwidth (a "Bandwidth Upgrade") if the Managed Data Bundle has been installed at least three months; provided, however,

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Customer may not upgrade an ELA speed to NxDS1 or DS3. A "Managed Upgrade" means Customer may upgrade an existing Data Bundle Standard or a Data Bundle Pro to a Managed Data Bundle at the same bandwidth level or as a Bandwidth Upgrade if Customer orders the Managed Upgrade within this Attachment's Offer Period. Customer may upgrade from an existing Data Bundle Pro to a Managed Data Bundle at the same bandwidth without restarting a new Service Term for the upgraded Managed Data Bundle. Bandwidth Upgrades and Managed Upgrades are referred to as "Upgrades." Customer may need to amend the Agreement to adjust the Term with an Upgrade. Customer may upgrade a Managed Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance without restarting a new Service Term if Customer: (a) has a location and Rental CPE that qualifies, (b) keeps the same bundle type and bandwidth and (c) pays the Upgrade NRC. All other Upgrades are subject to the Upgrade NRC and must keep the same CPE Rental brand. Customer is not required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

**2.4 Moves.** Customer may move a Managed Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

**2.5 Relocation.** Customer may relocate a Managed Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Managed Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade or the same Managed Data Bundle, (d) pays the Upgrade NRC, and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Managed Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

**3. Pricing.** Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Managed Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Managed Data Bundle ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

**3.1** If Customer wishes to order a new Managed Data Bundle or modify an existing Managed Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Managed Data Bundle or, (ii) if Addendum A applies and the new Managed Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Managed Data Bundle that is specified on the quote.

**3.2 Managed Data Bundle Pricing.** The Managed Data Bundle Port MRC includes the MRCs for the Managed Data Bundle Port, Rental CPE and NMS Select Management or Comprehensive Management. CenturyLink will waive End-to-End Performance Reporting MRCs. The Managed Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Managed Data Bundle expires, CenturyLink may modify pricing for the Managed Data Bundle. Upgrades and additional Managed Data Bundle orders after an initial order may be subject to then-current Managed Data Bundle pricing.

**3.3 Local Access Pricing.** Local Access rates are in the quote or in Addendum A.

**3.4 Upgrade NRC.** Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

**4. Term; Cancellation.**

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**4.1 Term.** The term of an individual Managed Data Bundle begins on the date CenturyLink notifies Customer that a Managed Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of month as specified in Customer's order for a Managed Data Bundle ("Service Term"). The Service Term is indicated in the Quote or pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Managed Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Managed Data Bundle Service Term. Upon expiration of a Service Term, the Managed Data Bundle will remain in effect on a month-to-month basis until canceled by either party with 60 days' prior notice.

**4.2 Cancellation.** Upon cancellation of a Managed Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Managed Data Bundle Port Cancellation Charge equal to: (i) 100% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Managed Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus(iii) 50% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Managed Data bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

**4.3 Waiver of Cancellation Charges.**

**(a) Upgrade.** When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Managed Data Bundles installed for at least 12 months, and (iii) Local Access Charges for all other Managed Data Bundles.

**(b) Moves.** When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Managed Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

**(c) Relocation.** When Customer has a Relocation, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Managed Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Managed Data Bundles.

**4.4 Rental CPE Purchase.** Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-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 CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink 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 Rental CPE. NMS will continue on the purchased Rental CPE as part of the Managed Data Bundle package only if Customer purchases separate maintenance. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

**5. Add-On Connection.** Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Managed Data Bundle, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink, and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 12 or 24 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection

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Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

<b>Rental CPE Routers that Support Add-On Connection Cards</b>	
<b>Router</b>	<b>CenturyLink IQ Data Bundle Bandwidth</b>
ADTRAN 4430	5xDS1 through 8xDS1
ADTRAN 1335POE	Up to 10 Mbps
ADTRAN 5305	DS3
ADTRAN 5660 w/ SBC and ADTRAN 5660	100 Mbps through 1 Gbps in 100 Mbps increments
Cisco 4431-SEC	100 Mbps through 1Gbps in 100Mbps increments

<b>CenturyLink-approved Add-On Connection Cards</b>	
<b>Cisco</b>	<b>ADTRAN</b>
HWIC-1DSU-T1 VWIC3-2MFT-T1/E1 SM-X-1T3/E3 EHWIC-4G-LTE-VZ EHWIC-4ESG HWIC-2FE EHWIC-1GE-SFP-CU GLC-LH-SMD GLC-SX-MMD NIM-1MFT-T1/E1 NIM-2MFT-T1/E1 NIM-4MFT-T1/E1 NIM-ES2-4 NIM-1GE-CU-SFP NIM-2GE-CU-SFP	1202862L1 (Single T1 NIM) 1202872L1 (Dual T1 NIM) 1200481E1 (1000BASELX LC SFP) 1200480E1 (1000BASESX LC SFP)

**(a) Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

<b>Description</b>	<b>NRC</b>
Add-On Connection Card Replacement Program	\$50.00 per Add-On Connection Card

**6. Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Managed Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement. This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network Management Service Exhibit (if NMS is not included in the CenturyLink IQ Networking Service Exhibit) and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**  
**ADDENDUM A**  
**CENTURYLINK IQ® MANAGED DATA BUNDLE PRICING**

The CPE Rental term and each Managed Data Bundle Port and Local Access circuit receiving Managed Data Bundle pricing will be subject to the Service Term set forth in the applicable pricing table. If Customer wishes to order a Managed Data Bundle that is not shown in the pricing tables below, Customer must enter into a separate written amendment that includes the applicable Managed Data Bundle.

Key to the symbols used in the following tables:

\* The Internet Port or Private Port Managed Data Bundle Port MRC will be used to calculate Contributory Charges.

\*\* The Customer's location must qualify for on-site maintenance.

The Customer's ELA price will be determined by the Product Pricer quote.

<b>Managed Data Bundle</b> <b>24 Month Service Term; 8x5 NBD Maintenance</b> <b>NxDS1 and DS3</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	ADTRAN	BSGIQBUN2Y	Select	\$245	\$265	TBD
		BSGIQBUN2Y	Comprehensive	\$260	\$280	
2xDS1	ADTRAN	BSGIQBUN2Y	Select	\$380	\$415	TBD
		BSGIQBUN2Y	Comprehensive	\$395	\$430	
3xDS1	ADTRAN	BSGIQBUN2Y	Select	\$540	\$595	TBD
		BSGIQBUN2Y	Comprehensive	\$555	\$610	
4xDS1	ADTRAN	BSGIQBUN2Y	Select	\$680	\$755	TBD
		BSGIQBUN2Y	Comprehensive	\$695	\$770	
5xDS1	ADTRAN	BSGIQBUN2Y	Select	\$787	\$877	TBD
		BSGIQBUN2Y	Comprehensive	\$802	\$892	



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6xDS1	ADTRAN	BSGIQBUN2Y	Select	\$1,065	\$1,175	TBD
		BSGIQBUN2Y	Comprehensive	\$1,080	\$1,190	
7xDS1	ADTRAN	BSGIQBUN2Y	Select	\$1,377	\$1,502	TBD
		BSGIQBUN2Y	Comprehensive	\$1,392	\$1,517	
8xDS1	ADTRAN	BSGIQBUN2Y	Select	\$1,617	\$1,762	TBD
		BSGIQBUN2Y	Comprehensive	\$1,632	\$1,777	
DS3	ADTRAN	BSGIQBUN2Y	Select	\$1,767	\$1,932	TBD
		BSGIQBUN2Y	Comprehensive	\$1,782	\$1,947	

<b>Managed Data Bundle</b> <b>24 Month Service Term; 8x5 NBD Maintenance</b> <b>Ethernet</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps	ADTRAN	BSGIQBUN2Y	Select	\$437	\$457	TBD
		BSGIQBUN2Y	Comprehensive	\$452	\$472	
10Mbps	ADTRAN	BSGIQBUN2Y	Select	\$487	\$517	TBD
		BSGIQBUN2Y	Comprehensive	\$502	\$532	
20Mbps	ADTRAN	BSGIQBUN2Y	Select	\$533	\$573	TBD
		BSGIQBUN2Y	Comprehensive	\$548	\$588	
30Mbps	ADTRAN	BSGIQBUN2Y	Select	\$594	\$649	TBD
		BSGIQBUN2Y	Comprehensive	\$609	\$664	

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40Mbps	ADTRAN	BSGIQBUN2Y	Select	\$667	\$727	TBD
		BSGIQBUN2Y	Comprehensive	\$682	\$742	
50Mbps	ADTRAN	BSGIQBUN2Y	Select	\$811	\$886	TBD
		BSGIQBUN2Y	Comprehensive	\$826	\$901	
60Mbps	ADTRAN	BSGIQBUN2Y	Select	\$852	\$932	TBD
		BSGIQBUN2Y	Comprehensive	\$867	\$947	
70Mbps	ADTRAN	BSGIQBUN2Y	Select	\$931	\$1,021	TBD
		BSGIQBUN2Y	Comprehensive	\$946	\$1,036	
80Mbps	ADTRAN	BSGIQBUN2Y	Select	\$1,008	\$1,108	TBD
		BSGIQBUN2Y	Comprehensive	\$1,023	\$1,123	
90Mbps	ADTRAN	BSGIQBUN2Y	Select	\$1,083	\$1,186	TBD
		BSGIQBUN2Y	Comprehensive	\$1,098	\$1,201	
100Mbps	ADTRAN	BSGIQBUN2Y	Select	\$1,157	\$1,262	TBD
		BSGIQBUN2Y	Comprehensive	\$1,172	\$1,277	
	Cisco	BSGIQBUN2Y	Select	\$1,557	\$1,662	
		BSGIQBUN2Y	Comprehensive	\$1,572	\$1,677	
200Mbps	ADTRAN	BSGIQBUN2Y	Select	\$1,931	\$2,041	TBD
		BSGIQBUN2Y	Comprehensive	\$1,946	\$2,056	
	Cisco	BSGIQBUN2Y	Select	\$2,431	\$2,541	
		BSGIQBUN2Y	Comprehensive	\$2,446	\$2,556	
300Mbps	ADTRAN	BSGIQBUN2Y	Select	\$2,318	\$2,593	TBD
		BSGIQBUN2Y	Comprehensive	\$2,333	\$2,608	
	Cisco	BSGIQBUN2Y	Select	\$2,818	\$3,093	
		BSGIQBUN2Y	Comprehensive	\$2,833	\$3,108	
400Mbps	ADTRAN	BSGIQBUN2Y	Select	\$2,655	\$2,975	TBD
		BSGIQBUN2Y	Comprehensive	\$2,670	\$2,990	
	Cisco	BSGIQBUN2Y	Select	\$3,155	\$3,475	

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		BSGIQBUN2Y	Comprehensive	\$3,170	\$3,490	
500Mbps	ADTRAN	BSGIQBUN2Y	Select	\$2,940	\$3,305	TBD
		BSGIQBUN2Y	Comprehensive	\$2,955	\$3,320	
	Cisco	BSGIQBUN2Y	Select	\$3,440	\$3,805	
		BSGIQBUN2Y	Comprehensive	\$3,455	\$3,820	
600Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,154	\$3,549	TBD
		BSGIQBUN2Y	Comprehensive	\$3,169	\$3,564	
	Cisco	BSGIQBUN2Y	Select	\$3,654	\$4,049	
		BSGIQBUN2Y	Comprehensive	\$3,669	\$4,064	
700Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,331	\$3,756	TBD
		BSGIQBUN2Y	Comprehensive	\$3,346	\$3,771	
	Cisco	BSGIQBUN2Y	Select	\$3,831	\$4,256	
		BSGIQBUN2Y	Comprehensive	\$3,846	\$4,271	
800Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,489	\$3,934	TBD
		BSGIQBUN2Y	Comprehensive	\$3,504	\$3,949	
	Cisco	BSGIQBUN2Y	Select	\$3,989	\$4,434	
		BSGIQBUN2Y	Comprehensive	\$4,004	\$4,449	
900Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,617	\$4,087	TBD
		BSGIQBUN2Y	Comprehensive	\$3,632	\$4,102	
	Cisco	BSGIQBUN2Y	Select	\$4,117	\$4,587	
		BSGIQBUN2Y	Comprehensive	\$4,132	\$4,602	
1Gbps	ADTRAN	BSGIQBUN2Y	Select	\$3,767	\$4,247	TBD
		BSGIQBUN2Y	Comprehensive	\$3,782	\$4,262	
	Cisco	BSGIQBUN2Y	Select	\$4,267	\$4,747	
		BSGIQBUN2Y	Comprehensive	\$4,282	\$4,762	

<b>Managed Data Bundle</b> <b>36 Month Service Term; 8x5 NBD Maintenance</b> <b>NxDS1 and DS3</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricing Quoting Tool
				Internet*	Private*	
DS1	ADTRAN	BSGIQBUN3Y	Select	\$220	\$240	TBD
		BSGIQBUN3Y	Comprehensive	\$235	\$255	
2xDS1	ADTRAN	BSGIQBUN3Y	Select	\$375	\$410	TBD
		BSGIQBUN3Y	Comprehensive	\$390	\$425	
3xDS1	ADTRAN	BSGIQBUN3Y	Select	\$530	\$585	TBD

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		BSGIQBUN3Y	Comprehensive	\$545	\$600	
4xDS1	ADTRAN	BSGIQBUN3Y	Select	\$667	\$742	TBD
		BSGIQBUN3Y	Comprehensive	\$682	\$757	
5xDS1	ADTRAN	BSGIQBUN3Y	Select	\$773	\$863	TBD
		BSGIQBUN3Y	Comprehensive	\$788	\$878	
6xDS1	ADTRAN	BSGIQBUN3Y	Select	\$1,047	\$1,157	TBD
		BSGIQBUN3Y	Comprehensive	\$1,062	\$1,172	
7xDS1	ADTRAN	BSGIQBUN3Y	Select	\$1,355	\$1,480	TBD
		BSGIQBUN3Y	Comprehensive	\$1,370	\$1,495	
8xDS1	ADTRAN	BSGIQBUN3Y	Select	\$1,590	\$1,735	TBD
		BSGIQBUN3Y	Comprehensive	\$1,605	\$1,750	
DS3	ADTRAN	BSGIQBUN3Y	Select	\$1,740	\$1,895	TBD
		BSGIQBUN3Y	Comprehensive	\$1,755	\$1,910	

**Managed Data Bundle**  
**36 Month Service Term; 8x5 NBD Maintenance**  
**Ethernet**

Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps	ADTRAN	BSGIQBUN3Y	Select	\$425	\$445	TBD
		BSGIQBUN3Y	Comprehensive	\$440	\$460	
10Mbps	ADTRAN	BSGIQBUN3Y	Select	\$475	\$505	TBD
		BSGIQBUN3Y	Comprehensive	\$490	\$520	
20Mbps	ADTRAN	BSGIQBUN3Y	Select	\$522	\$562	TBD

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		BSGIQBUN3Y	Comprehensive	\$537	\$577	
30Mbps	ADTRAN	BSGIQBUN3Y	Select	\$589	\$644	TBD
		BSGIQBUN3Y	Comprehensive	\$604	\$659	
40Mbps	ADTRAN	BSGIQBUN3Y	Select	\$668	\$728	TBD
		BSGIQBUN3Y	Comprehensive	\$683	\$743	
50Mbps	ADTRAN	BSGIQBUN3Y	Select	\$818	\$893	TBD
		BSGIQBUN3Y	Comprehensive	\$833	\$908	
60Mbps	ADTRAN	BSGIQBUN3Y	Select	\$865	\$945	TBD
		BSGIQBUN3Y	Comprehensive	\$880	\$960	
70Mbps	ADTRAN	BSGIQBUN3Y	Select	\$950	\$1,040	TBD
		BSGIQBUN3Y	Comprehensive	\$965	\$1,055	

80Mbps	ADTRAN	BSGIQBUN3Y	Select	\$1,033	\$1,133	TBD
		BSGIQBUN3Y	Comprehensive	\$1,048	\$1,148	
90Mbps	ADTRAN	BSGIQBUN3Y	Select	\$1,114	\$1,217	TBD
		BSGIQBUN3Y	Comprehensive	\$1,129	\$1,232	
100Mbps	ADTRAN	BSGIQBUN3Y	Select	\$1,205	\$1,310	TBD
		BSGIQBUN3Y	Comprehensive	\$1,220	\$1,325	
	Cisco	BSGIQBUN3Y	Select	\$1,605	\$1,710	
		BSGIQBUN3Y	Comprehensive	\$1,620	\$1,725	
200Mbps	ADTRAN	BSGIQBUN3Y	Select	\$1,965	\$2,075	TBD
		BSGIQBUN3Y	Comprehensive	\$1,980	\$2,090	
	Cisco	BSGIQBUN3Y	Select	\$2,465	\$2,575	
		BSGIQBUN3Y	Comprehensive	\$2,480	\$2,590	
300Mbps	ADTRAN	BSGIQBUN3Y	Select	\$2,337	\$2,612	TBD
		BSGIQBUN3Y	Comprehensive	\$2,352	\$2,627	

**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

	Cisco	BSGIQBUN3Y	Select	\$2,837	\$3,112	
		BSGIQBUN3Y	Comprehensive	\$2,852	\$3,127	
400Mbps	ADTRAN	BSGIQBUN3Y	Select	\$2,660	\$2,980	TBD
		BSGIQBUN3Y	Comprehensive	\$2,675	\$2,995	
	Cisco	BSGIQBUN3Y	Select	\$3,160	\$3,480	
		BSGIQBUN3Y	Comprehensive	\$3,175	\$3,495	
500Mbps	ADTRAN	BSGIQBUN3Y	Select	\$2,930	\$3,295	TBD
		BSGIQBUN3Y	Comprehensive	\$2,945	\$3,310	
	Cisco	BSGIQBUN3Y	Select	\$3,430	\$3,795	
		BSGIQBUN3Y	Comprehensive	\$3,445	\$3,810	
600Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,130	\$3,525	TBD
		BSGIQBUN3Y	Comprehensive	\$3,145	\$3,540	
	Cisco	BSGIQBUN3Y	Select	\$3,630	\$4,025	
		BSGIQBUN3Y	Comprehensive	\$3,645	\$4,040	
700Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,293	\$3,718	TBD
		BSGIQBUN3Y	Comprehensive	\$3,308	\$3,733	
	Cisco	BSGIQBUN3Y	Select	\$3,793	\$4,218	
		BSGIQBUN3Y	Comprehensive	\$3,808	\$4,233	
800Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,436	\$3,881	TBD
		BSGIQBUN3Y	Comprehensive	\$3,451	\$3,896	
	Cisco	BSGIQBUN3Y	Select	\$3,936	\$4,381	
		BSGIQBUN3Y	Comprehensive	\$3,951	\$4,396	
900Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,550	\$4,020	TBD
		BSGIQBUN3Y	Comprehensive	\$3,565	\$4,035	
	Cisco	BSGIQBUN3Y	Select	\$4,050	\$4,520	
		BSGIQBUN3Y	Comprehensive	\$4,065	\$4,535	
1Gbps	ADTRAN	BSGIQBUN3Y	Select	\$3,700	\$4,180	TBD
		BSGIQBUN3Y	Comprehensive	\$3,715	\$4,195	
	Cisco	BSGIQBUN3Y	Select	\$4,200	\$4,680	
		BSGIQBUN3Y	Comprehensive	\$4,215	\$4,695	

<b>Managed Data Bundle</b> <b>24 Month Service Term; 24 x 7 Maintenance – 4 hour response **</b> <b>NxDS1 and DS3</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	ADTRAN	BSGIQBUN2Y	Select	\$265	\$285	TBD
		BSGIQBUN2Y	Comprehensive	\$280	\$300	

## CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

2xDS1	ADTRAN	BSGIQBUN2Y	Select	\$420	\$455	TBD
		BSGIQBUN2Y	Comprehensive	\$435	\$470	
3xDS1	ADTRAN	BSGIQBUN2Y	Select	\$600	\$655	TBD
		BSGIQBUN2Y	Comprehensive	\$615	\$670	
4xDS1	ADTRAN	BSGIQBUN2Y	Select	\$760	\$835	TBD
		BSGIQBUN2Y	Comprehensive	\$775	\$850	
5xDS1	ADTRAN	BSGIQBUN2Y	Select	\$887	\$977	TBD
		BSGIQBUN2Y	Comprehensive	\$902	\$992	
6xDS1	ADTRAN	BSGIQBUN2Y	Select	\$1,185	\$1,295	TBD
		BSGIQBUN2Y	Comprehensive	\$1,200	\$1,310	
7xDS1	ADTRAN	BSGIQBUN2Y	Select	\$1,517	\$1,642	TBD
		BSGIQBUN2Y	Comprehensive	\$1,532	\$1,657	
8xDS1	ADTRAN	BSGIQBUN2Y	Select	\$1,777	\$1,922	TBD
		BSGIQBUN2Y	Comprehensive	\$1,792	\$1,937	
DS3	ADTRAN	BSGIQBUN2Y	Select	\$1,927	\$2,082	TBD
		BSGIQBUN2Y	Comprehensive	\$1,942	\$2,097	
Managed Data Bundle						
24 Month Service Term; 24 x 7 Maintenance – 4 hour response **						
Ethernet						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps	ADTRAN	BSGIQBUN2Y	Select	\$462	\$482	TBD
		BSGIQBUN2Y	Comprehensive	\$477	\$497	

## CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

10Mbps	ADTRAN	BSGIQBUN2Y	Select	\$512	\$542	TBD
		BSGIQBUN2Y	Comprehensive	\$527	\$557	
20Mbps	ADTRAN	BSGIQBUN2Y	Select	\$573	\$613	TBD
		BSGIQBUN2Y	Comprehensive	\$588	\$628	
30Mbps	ADTRAN	BSGIQBUN2Y	Select	\$639	\$694	TBD
		BSGIQBUN2Y	Comprehensive	\$654	\$709	
40Mbps	ADTRAN	BSGIQBUN2Y	Select	\$717	\$777	TBD
		BSGIQBUN2Y	Comprehensive	\$732	\$792	
50Mbps	ADTRAN	BSGIQBUN2Y	Select	\$866	\$941	TBD
		BSGIQBUN2Y	Comprehensive	\$881	\$956	
60Mbps	ADTRAN	BSGIQBUN2Y	Select	\$912	\$992	TBD
		BSGIQBUN2Y	Comprehensive	\$927	\$1,007	
70Mbps	ADTRAN	BSGIQBUN2Y	Select	\$996	\$1,086	TBD
		BSGIQBUN2Y	Comprehensive	\$1,011	\$1,101	

80Mbps	ADTRAN	BSGIQBUN2Y	Select	\$1,078	\$1,178	TBD
		BSGIQBUN2Y	Comprehensive	\$1,093	\$1,193	
90Mbps	ADTRAN	BSGIQBUN2Y	Select	\$1,158	\$1,261	TBD
		BSGIQBUN2Y	Comprehensive	\$1,173	\$1,276	
100Mbps	ADTRAN	BSGIQBUN2Y	Select	\$1,237	\$1,342	TBD
		BSGIQBUN2Y	Comprehensive	\$1,252	\$1,357	
	Cisco	BSGIQBUN2Y	Select	\$1,637	\$1,742	



**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

		BSGIQBUN2Y	Comprehensive	\$1,652	\$1,757	
200Mbps	ADTRAN	BSGIQBUN2Y	Select	\$2,016	\$2,126	TBD
		BSGIQBUN2Y	Comprehensive	\$2,031	\$2,141	
	Cisco	BSGIQBUN2Y	Select	\$2,516	\$2,626	
		BSGIQBUN2Y	Comprehensive	\$2,531	\$2,641	
300Mbps	ADTRAN	BSGIQBUN2Y	Select	\$2,408	\$2,683	TBD
		BSGIQBUN2Y	Comprehensive	\$2,423	\$2,698	
	Cisco	BSGIQBUN2Y	Select	\$2,908	\$3,183	
		BSGIQBUN2Y	Comprehensive	\$2,923	\$3,198	
400Mbps	ADTRAN	BSGIQBUN2Y	Select	\$2,750	\$3,070	TBD
		BSGIQBUN2Y	Comprehensive	\$2,765	\$3,085	
	Cisco	BSGIQBUN2Y	Select	\$3,250	\$3,570	
		BSGIQBUN2Y	Comprehensive	\$3,265	\$3,585	
500Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,040	\$3,405	TBD
		BSGIQBUN2Y	Comprehensive	\$3,055	\$3,420	
	Cisco	BSGIQBUN2Y	Select	\$3,540	\$3,905	
		BSGIQBUN2Y	Comprehensive	\$3,555	\$3,920	
600Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,259	\$3,654	TBD
		BSGIQBUN2Y	Comprehensive	\$3,274	\$3,669	
	Cisco	BSGIQBUN2Y	Select	\$3,759	\$4,154	
		BSGIQBUN2Y	Comprehensive	\$3,774	\$4,169	
700Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,441	\$3,866	TBD
		BSGIQBUN2Y	Comprehensive	\$3,456	\$3,881	
	Cisco	BSGIQBUN2Y	Select	\$3,941	\$4,366	
		BSGIQBUN2Y	Comprehensive	\$3,956	\$4,381	
800Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,604	\$4,049	TBD
		BSGIQBUN2Y	Comprehensive	\$3,619	\$4,064	
	Cisco	BSGIQBUN2Y	Select	\$4,104	\$4,549	
		BSGIQBUN2Y	Comprehensive	\$4,119	\$4,564	
900Mbps	ADTRAN	BSGIQBUN2Y	Select	\$3,737	\$4,207	TBD
		BSGIQBUN2Y	Comprehensive	\$3,752	\$4,222	
	Cisco	BSGIQBUN2Y	Select	\$4,237	\$4,707	
		BSGIQBUN2Y	Comprehensive	\$4,252	\$4,722	
1Gbps	ADTRAN	BSGIQBUN2Y	Select	\$3,887	\$4,367	TBD
		BSGIQBUN2Y	Comprehensive	\$3,902	\$4,382	
	Cisco	BSGIQBUN2Y	Select	\$4,387	\$4,867	
		BSGIQBUN2Y	Comprehensive	\$4,402	\$4,882	

**Managed Data Bundle****36 Month Service Term; 24 x 7 Maintenance – 4 hour response \*\*****NxDS1 and DS3**

## CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	ADTRAN	BSGIQBUN3Y	Select	\$240	\$260	TBD
		BSGIQBUN3Y	Comprehensive	\$255	\$275	
2xDS1	ADTRAN	BSGIQBUN3Y	Select	\$415	\$450	TBD
		BSGIQBUN3Y	Comprehensive	\$430	\$465	
3xDS1	ADTRAN	BSGIQBUN3Y	Select	\$590	\$645	TBD
		BSGIQBUN3Y	Comprehensive	\$605	\$660	
4xDS1	ADTRAN	BSGIQBUN3Y	Select	\$747	\$822	TBD
		BSGIQBUN3Y	Comprehensive	\$762	\$837	
5xDS1	ADTRAN	BSGIQBUN3Y	Select	\$873	\$963	TBD
		BSGIQBUN3Y	Comprehensive	\$888	\$978	
6xDS1	ADTRAN	BSGIQBUN3Y	Select	\$1,167	\$1,277	TBD
		BSGIQBUN3Y	Comprehensive	\$1,182	\$1,292	
7xDS1	ADTRAN	BSGIQBUN3Y	Select	\$1,495	\$1,620	TBD
		BSGIQBUN3Y	Comprehensive	\$1,510	\$1,635	
8xDS1	ADTRAN	BSGIQBUN3Y	Select	\$1,750	\$1,895	TBD
		BSGIQBUN3Y	Comprehensive	\$1,765	\$1,910	
DS3	ADTRAN	BSGIQBUN3Y	Select	\$1,900	\$2,055	TBD
		BSGIQBUN3Y	Comprehensive	\$1,915	\$2,070	

## CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

Managed Data Bundle					
36 Month Service Term; 24 x 7 Maintenance – 4 hour response **					
Ethernet					

Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricing Quoting Tool
				Internet*	Private*	
5 Mbps	ADTRAN	BSGIQBUN3Y	Select	\$450	\$470	TBD
		BSGIQBUN3Y	Comprehensive	\$465	\$485	
10Mbps	ADTRAN	BSGIQBUN3Y	Select	\$500	\$530	TBD
		BSGIQBUN3Y	Comprehensive	\$515	\$545	
20Mbps	ADTRAN	BSGIQBUN3Y	Select	\$562	\$602	TBD
		BSGIQBUN3Y	Comprehensive	\$577	\$617	
30Mbps	ADTRAN	BSGIQBUN3Y	Select	\$634	\$689	TBD
		BSGIQBUN3Y	Comprehensive	\$649	\$704	
40Mbps	ADTRAN	BSGIQBUN3Y	Select	\$718	\$778	TBD
		BSGIQBUN3Y	Comprehensive	\$733	\$793	
50Mbps	ADTRAN	BSGIQBUN3Y	Select	\$873	\$948	TBD
		BSGIQBUN3Y	Comprehensive	\$888	\$963	
60Mbps	ADTRAN	BSGIQBUN3Y	Select	\$925	\$1,005	TBD
		BSGIQBUN3Y	Comprehensive	\$940	\$1,020	
70Mbps	ADTRAN	BSGIQBUN3Y	Select	\$1,015	\$1,105	TBD
		BSGIQBUN3Y	Comprehensive	\$1,030	\$1,120	
	Cisco					

**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

80Mbps	ADTRAN	BSGIQBUN3Y	Select	\$1,103	\$1,203	TBD
		BSGIQBUN3Y	Comprehensive	\$1,118	\$1,218	
	Cisco					
90Mbps	ADTRAN	BSGIQBUN3Y	Select	\$1,189	\$1,292	TBD
		BSGIQBUN3Y	Comprehensive	\$1,204	\$1,307	
	Cisco					
100Mbps	ADTRAN	BSGIQBUN3Y	Select	\$1,285	\$1,390	TBD
		BSGIQBUN3Y	Comprehensive	\$1,300	\$1,405	
	Cisco	BSGIQBUN3Y	Select	\$1,685	\$1,790	
		BSGIQBUN3Y	Comprehensive	\$1,700	\$1,805	
200Mbps	ADTRAN	BSGIQBUN3Y	Select	\$2,050	\$2,160	TBD
		BSGIQBUN3Y	Comprehensive	\$2,065	\$2,175	
	Cisco	BSGIQBUN3Y	Select	\$2,550	\$2,660	
		BSGIQBUN3Y	Comprehensive	\$2,565	\$2,675	
300Mbps	ADTRAN	BSGIQBUN3Y	Select	\$2,427	\$2,702	TBD
		BSGIQBUN3Y	Comprehensive	\$2,442	\$2,717	
	Cisco	BSGIQBUN3Y	Select	\$2,927	\$3,202	
		BSGIQBUN3Y	Comprehensive	\$2,942	\$3,217	
400Mbps	ADTRAN	BSGIQBUN3Y	Select	\$2,755	\$3,075	TBD
		BSGIQBUN3Y	Comprehensive	\$2,770	\$3,090	
	Cisco	BSGIQBUN3Y	Select	\$3,255	\$3,575	
		BSGIQBUN3Y	Comprehensive	\$3,270	\$3,590	
500Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,030	\$3,395	TBD
		BSGIQBUN3Y	Comprehensive	\$3,045	\$3,410	
	Cisco	BSGIQBUN3Y	Select	\$3,530	\$3,895	
		BSGIQBUN3Y	Comprehensive	\$3,545	\$3,910	
600Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,235	\$3,630	TBD
		BSGIQBUN3Y	Comprehensive	\$3,250	\$3,645	
	Cisco	BSGIQBUN3Y	Select	\$3,735	\$4,130	
		BSGIQBUN3Y	Comprehensive	\$3,750	\$4,145	
700Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,403	\$3,828	TBD
		BSGIQBUN3Y	Comprehensive	\$3,418	\$3,843	
	Cisco	BSGIQBUN3Y	Select	\$3,903	\$4,328	
		BSGIQBUN3Y	Comprehensive	\$3,918	\$4,343	
800Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,551	\$3,996	TBD
		BSGIQBUN3Y	Comprehensive	\$3,566	\$4,011	
	Cisco	BSGIQBUN3Y	Select	\$4,051	\$4,496	
		BSGIQBUN3Y	Comprehensive	\$4,066	\$4,511	
900Mbps	ADTRAN	BSGIQBUN3Y	Select	\$3,670	\$4,140	TBD

CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

		BSGIQBUN3Y	Comprehensive	\$3,685	\$4,155	
	Cisco	BSGIQBUN3Y	Select	\$4,170	\$4,640	
		BSGIQBUN3Y	Comprehensive	\$4,185	\$4,655	
1Gbps	ADTRAN	BSGIQBUN3Y	Select	\$3,820	\$4,300	TBD
		BSGIQBUN3Y	Comprehensive	\$3,835	\$4,315	
	Cisco	BSGIQBUN3Y	Select	\$4,320	\$4,800	
		BSGIQBUN3Y	Comprehensive	\$4,335	\$4,815	

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
RENTAL CPE SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink QCC 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 CenturyLink order request form issued and executed by CenturyLink 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 CenturyLink 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 CenturyLink. 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. 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").

**3. Ownership and Use.** Except as provided in Paragraph 2, 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.

**4. 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.

**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 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 the 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.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
RENTAL CPE SERVICE EXHIBIT**

**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 CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink 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 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 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 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 CenturyLink: (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, Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer is responsible for informing 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.

**10. 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: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; 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.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
NETWORK-BASED SECURITY SERVICE EXHIBIT**

**1. General.** CenturyLink QCC will provide Network-Based Security Service (“NBS” or “Service”) under the terms of the Agreement and this Service Exhibit.

**2. Service Description.** NBS is a CenturyLink security service that manages and monitors traffic between the Internet and Customer’s separately purchased CenturyLink IQ® Networking Private Port network. CenturyLink will provide Service from a CenturyLink network facility, such as a POP or data center, which is determined by CenturyLink and is subject to relocation. Security features associated with NBS are implemented within CenturyLink’s network. Customer may choose among various categories of security types, support levels, and security bandwidths. Service also includes a Web portal that is designed to assist Customer with certain self management and reporting functions. 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. Use of the Service outside of the United States is available, but additional terms and conditions will apply.

**2.1 Security Features.** The NBS security features are described below.

**(a) Firewall.** The managed firewall feature includes a set of related functions designed to allow or deny certain hosts or networks to communicate to each other, based on Customer’s security policy. The managed firewall feature includes a network-based firewall instance, installation, configuration support, logging, reporting, and 24x7 monitoring of the firewall infrastructure.

**(b) VPN.**

**(i)** The virtual private network (“VPN”) feature uses a variety of specialized protocols to support private encrypted communications through the Internet from a Customer location to the NBS platform. Customer is responsible for the provision and management of the equipment at its location that connects to the NBS platform and of the encrypted tunnel between the Customer-provided equipment and the NBS platform. Customer’s use of CenturyLink technical support in connection with the VPN feature is limited to CenturyLink facilitating the encrypted connection between Customer equipment and the NBS platform.

**(ii)** If Customer or its End Users use remote access SSL VPN to access the NBS platform, Customer is responsible for procuring, installing and testing client VPN software on Customer’s End User computers. A SSL VPN (Secure Sockets Layer virtual private network) is a form of VPN that can be used with a standard Web browser. The traffic between the Web browser and the SSL VPN device is encrypted with the SSL protocol. CenturyLink will configure user credentials for use with the Service to enable End User access to the NBS platform. There is a 20 End User limit if the End Users are provisioned directly on the NBS platform. For deployments exceeding 20 End Users, Customer must provide an authentication server, with the maximum number of End Users subject to CenturyLink’s approval. Customer is responsible for the management (e.g., adding or deleting End Users) and security of the authentication server.

**(iii)** The parties will provide each other with necessary configuration information required for Customer to establish the VPN connection.

**(c) Windows Active Directory (AD) Integration for Single Sign-On.** The Windows AD Integration feature provides single sign-on capabilities to users with the help of agent software. The agent software sends information about user logins to the NBS platform. With user information such as IP address and user group membership, security policies can allow authenticated network access to users who belong to the appropriate user groups without requesting their credentials again. In addition to single sign-on, AD integration is beneficial as NBS reports provide better detail with regards to user and group information.

**(d) Intrusion Detection and Prevention.**

**(i)** The network intrusion detection and prevention features of the Service (“IDS/IPS”) monitor Customer’s network traffic on 24x7 basis for a list of attack and misuse signatures according to a pre-defined security policy specific to Customer’s network environment. The policy may have an option to block and report on misused traffic.

**(ii)** The security policy is submitted by Customer to CenturyLink on a standard CenturyLink template and is subject to CenturyLink’s approval. The security policy categorizes intrusion Events as either “low priority level,” “medium priority level,” or “high priority level.” An “Event” means any security occurrence detected and reported by the IDS/IPS feature. An Event does not necessarily constitute an actual security incident. CenturyLink may update the security policy from time-to-time in order to address industry-wide changes in security needs. Customer may view the Event detail (including



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timestamp, attack type) on the NBS Web portal. Such reports contain information relating to low, medium, and high priority Events, including the time of the Event, the Event name, and a summary of attack statistics. Low, medium, and high priority Events are described below:

- **Low Priority.** A low priority Event identifies activity on a network that is not necessarily suspicious or malicious in nature, but may indicate a need for a more secure means of network implementation. An example of a low priority Event includes poor security practices.
- **Medium Priority.** A medium priority Event identifies activity that is suspicious in nature and may warrant investigation. An example of a medium priority Event includes network reconnaissance by an unknown source.
- **High Priority.** A high priority Event identifies activity that is potentially malicious in nature and requires immediate attention. An example of a high priority Event includes attempts to compromise Customer's network or attempts to gain privileged access to Customer's network.

**(iii)** CenturyLink will analyze high priority Events to determine if an Incident has occurred. An "Incident" means any single Event or collection of Events that have been determined by a CenturyLink IDS/IPS 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. If, upon investigation, an Event or series of Events is determined to be a high priority level Incident, CenturyLink will attempt to notify Customer via telephone or e-mail (as agreed upon between the parties) within fifteen minutes after such determination to consult with Customer to determine the most appropriate response to the Incident.

**(e) Content Filtering.** The content filtering feature is designed to block Web content based on Customer's policy settings. Customer is responsible for defining content filtering policies. Content Filtering events are detected, logged, and viewable by Customer on the NBS Web portal.

**(f) DLP.** Data leak prevention ("DLP") is a feature that is designed to detect, report and optionally block potential data leakage incidents by intercepting and inspecting traffic that is traversing between the Internet and Customer's Private Port network. The DLP feature is able to block or allow End User traffic that matches pre-defined data patterns and is based on Customer's rules and policies. DLP supports only certain protocols and file types.

**2.2 Security Types.** Service is available in three security types. Each security type contains a fixed set of NBS security features. The following table describes the NBS security features that are available for each security type.

<b>Security Type ( D, E, or F)</b>	<b>Features that are included in the security type</b>
Next Generation Internet (D)	Firewall and VPN features
Content Filtering (E)	Firewall, VPN, Remote User SSL VPN, Windows AD Integration and Content Filtering features
Complete Security (F)	Firewall, VPN, Remote User SSL VPN, Windows AD Integration, Content Filtering, IDS/IPS and DLP features

**2.3 Support Levels.** Support levels apply to Customer's security type, and not to each security feature. The following table describes each support level.

<b>Support Level</b>	<b>Description of support included with the applicable support level</b>
Standard (5)  Available only with Next Generation Internet (D) and Content Filtering (E)	<ul style="list-style-type: none"> <li>- CenturyLink-managed review of high priority Events</li> <li>- Policy change timeframe is 24 hours</li> <li>- Maintenance window for policy changes</li> <li>- One year log retention*</li> <li>- Co-management option is available</li> </ul> <p><b>Security Type:</b> Next Generation Internet</p> <ul style="list-style-type: none"> <li>- 15 policy changes per 12-month period (beginning from the Start of Service Date)</li> <li>- Maximum of five site-to-site VPNs</li> </ul> <p><b>Security Type:</b> Content Filtering</p>

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	<ul style="list-style-type: none"> <li>- 20 policy changes per 12-month period (beginning from the Start of Service Date)</li> <li>- Maximum of ten site-to-site VPNs</li> </ul>
<p align="center">Unlimited (6)</p> <p align="center">Available only with Complete Security (F)</p>	<ul style="list-style-type: none"> <li>- CenturyLink managed review of high priority Events</li> <li>- Unlimited policy changes per month</li> <li>- Policy change timeframe is 8 hours</li> <li>- Two urgent policy changes per month</li> <li>- CenturyLink will respond within two hours after an urgent policy change request</li> <li>- Maintenance window for policy changes</li> <li>- One year log retention*</li> <li>- Co-management option is available</li> <li>- 25 or more site-to-site VPNs, subject to CenturyLink's approval &amp; platform bandwidth limits</li> </ul>

\* CenturyLink does not retain logs after the log retention period has been completed.

**2.4 Security Bandwidth.** The security bandwidth level that Customer selects will be the maximum throughput for Customer traffic passing between Customer's CenturyLink IQ Network Private Port network and the Internet. CenturyLink may limit the maximum security bandwidth level available for purchase for a particular Service instance based on the security type, the security features, and the complexity of the policies selected.

**2.5 Web Portal.** Service includes access to a Web portal via Control Center that a Customer Administrator can access for information such as inventory, trouble ticketing, billing information and reports. CenturyLink will provide Customer up to three security tokens for access to the NBS Web portal. If Customer requests more than three security tokens, CenturyLink will provide the additional security tokens for an additional charge. Real-time logs are available for up to 30 days. Offline log retention periods are as specified in the Support Level table.

**2.6 Co-Management Option.** Customer may elect to co-manage the Service. CenturyLink will provide the designated Customer Administrators the ability to modify Service configurations via the Web portal. Change requests by CenturyLink will continue to be processed as per the applicable support level. Customer must notify CenturyLink of its intent to participate in the co-management option. The SLA does not apply if an SLA Goal is missed as a result of a Customer-initiated configuration.

**2.7 CenturyLink Responsibilities.**

**(a)** During deployment and initiation, CenturyLink will work with Customer to deploy new Service. CenturyLink will send Customer a welcome e-mail and conduct a kickoff call to introduce CenturyLink deployment specialists to Customer contacts and begin to assess Customer requirements.

**(b)** CenturyLink will gather detailed information for the initial setup of Service and associated Service features. Most of the questions will be technical in nature and help determine the layout of Customer's network, including hosts on the network and desired security policies. A portion of the requested data will reflect Customer organization, and will include security contacts and escalation paths. Using the provided information, CenturyLink will work with Customer to understand the existing Customer environment and work with Customer to build a configuration and security policy used with NBS.

**(c)** CenturyLink will provide ongoing service support, policy management, and record retention of all changes in accordance with the applicable support level.

**(d)** CenturyLink will provide management of the NBS platform, system patches and upgrades, troubleshoot problems on the NBS platform.

**(e)** CenturyLink will perform service configuration and implementation remotely.

**2.8 Customer Responsibilities.** CenturyLink may not be able to provide the Service if Customer's responsibilities are not met.

**(a)** During deployment, Customer will work with CenturyLink to deploy Service.

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- (b)** Customer will provide CenturyLink with: (i) accurate and current contact information for Customer's designated points of contact; (ii) a primary and a secondary Customer contact; and (iii) an escalation path through the organization in the event that CenturyLink must contact Customer.
- (c)** Customer will participate in a scheduled kickoff call to introduce team members, set expectations, and begin the assessment process.
- (d)** Customer will be required to complete a form to provide detailed information about the network configuration and must work with CenturyLink in good faith to accurately assess Customer's network and environment.
- (e)** Customer is required to provide hands on assistance for the purposes of troubleshooting and/or diagnosing technical difficulties.
- (f)** On an annual basis, Customer agrees to work with CenturyLink to review configuration of the Service and identify required updates.
- (g)** Customer is responsible for making agreed to changes to the network environment.
- (h)** Customer is responsible for ensuring the desired network traffic and applicable segments are configured to route network traffic through the Service.
- (i)** Customer must appropriately safeguard its login credentials to the Web portal, including not disclosing to any third party, and promptly notify CenturyLink if a compromise of credentials is suspected. 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 NBS, or that use common network features, have appropriate-security controls.
- (j)** 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.
- (k)** Customer represents and warrants that it has notified (including by means of appropriate internal use policies, where applicable, and by means of screen banners displayed on system log-in) its employees, vendors, contractors and other of its email network that communications or transmissions on the Customer's network are subject to monitoring, filtering, screening, or logging, and that to the extent required by law, such employees, vendors, contractors and other users have consented to such monitoring, filtering, screening or logging (which may include, where sufficient at law, implied consent). Customer is responsible for compliance with the laws and regulations applicable to such monitoring, filtering, screening or logging of network communications performed on its behalf by CenturyLink in any jurisdiction in which the Customer utilizes the Service, which may include prior consulting and informing of employee representative and regulatory registrations, such as with any relevant data protection authority (an "Authority"). CenturyLink will rely on this representation as evidence that all users of Customer's network have been made aware of such monitoring, filtering, screening or logging.
- (l) Non-U.S. Locations.** For Service utilizing connections to Private Ports, POPs or data centers outside of the United States, Customer agrees to comply with all laws, including without limitation, all applicable laws regarding privacy, and agrees to comply with CenturyLink's additional terms and conditions in this section. While providing Service, CenturyLink will comply with applicable data privacy laws. However, Customer and CenturyLink agree that with regard to the Service, CenturyLink is acting as a data intermediary or data processor. CenturyLink is not a "data controller" or a "responsible organization" with respect to any personal data of Customer or Customer's end users or any other users of Customer's network which is collected by Customer and may be processed by CenturyLink in the course of providing the Service. Customer expressly agrees that, with respect to its use of the Service, Customer is responsible for providing any notices and obtaining any required consents concerning the Service that may be required to be provided to or obtained from its end user customers or network users by any applicable law or regulation. Customer is responsible for complying with all personal data protection laws and regulations regarding any personal data that Customer may collect. Customer shall notify CenturyLink in writing of any specific requests relating to the processing of personal data that it may request

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from CenturyLink. For EU locations, additional applicable terms and conditions will be provided at the time Customer places an order for such Service. Provision and use of the Service outside of the United States are expressly conditioned upon Customer's agreement to and compliance with all terms and conditions regarding such use.

**2.9 Administrative Access.** CenturyLink will exclusively maintain global administrative access to NBS platform at all times. CenturyLink maintains the root password for all security functions. All remote CenturyLink administration functions occur via an encrypted session. The Customer Administrator will only have administrative access to portions of Service relating to Customer's instance of Service. "Customer Administrator" means up to three designated Customer contacts that have relevant experience and expertise in Customer's network operations and the authority to access or modify content via the Web portal.

**2.10 Ongoing Management, Monitoring, and Reporting.** CenturyLink performs ongoing management, monitoring, and reporting. After NBS is installed on Customer's network, change requests are processed as set forth in the applicable support level that Customer has selected. Requests must be initiated by an approved Customer Administrator and will be submitted via the NBS Web portal or by calling the CenturyLink security operations center.

**2.11 Consent to Access and Use Customer Information.** Customer authorizes CenturyLink or its authorized vendor to access and use Customer's information associated with Customer's IP-network traffic (including content) from domestic locations and, if used, from international locations to provide NBS. Customer is responsible for complying with all laws and regulations in connection with its use of the Services, including, but not limited to: (a) with respect to personally identifiable information sent or received by Customer or its End Users, all privacy laws and regulations and (b) when traffic from an international location will sent to the NBS platform, advising End Users that their content or personal information is being transferred outside an international location and receiving any required consents. Additional requirements regarding Customer consent related to use of the Service in the EU will be provided at the time Customer places an order for such Service.

**2.12 Data Compilation.** Customer consents to CenturyLink's use of deep packet inspection methods to collect, gather and compile security event log 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 or combined 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 cybersecurity incidences. Customer specific data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain security event log data for as long as necessary or useful for its uses consistent with this Service Exhibit and with no obligation to provide to Customer beyond the retention periods outlined in the Support Levels section. Additional requirements regarding Customer consent related to use of the Service in the EU will be provided at the time Customer places an order for such Service.

**2.13 Excluded Services.** CenturyLink is not responsible for any services, systems, software or equipment Customer uses with NBS. CenturyLink will not: (a) 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); and (b) act as an end-user help desk to Customer's employees or End Users. All communication regarding the NBS will be between CenturyLink and Customer's approved Customer Administrator only.

**3. Charges.** Customer must pay all applicable MRCs and NRCs set forth in the attached pricing attachment or offer attachment. All charges are in U.S. dollars unless otherwise stated. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). The rates set forth in the applicable pricing attachment or offer attachment will be used to calculate Contributory Charges. Taxes are based on the location of the CenturyLink network location from where NBS is provisioned. Customer understands that Service is provided from a CenturyLink-designated POP or data center in CenturyLink's network and in certain circumstances, CenturyLink may find it necessary to relocate Service to another POP or data center in a different network location. Customer acknowledges that as a result of a relocation to a new Service location, the tax portion of Customer's bill could change to reflect Taxes based on the new location from which CenturyLink provides Service.

**4. Term; Cancellation.** The term for each new NBS Service instance will begin on the Start of Service Date and will continue for >SELECT Service Term< months ("Service Term"). A Service instance means a Service combination that includes a security type, a support level and a security bandwidth. Customer may increase the security bandwidth, security type and/or support level of a Service instance at any time without restarting the Service Term. Customer may also decrease a Service instance's security bandwidth one time per 12-month period (as measured from the Start of

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Service Date) without restarting the Service Term. Upon expiration of the Service Term, Service will continue on a month-to-month basis 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 "Cancellation Charge" equal to (a) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived and (b) an amount equal to 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation.

**5. 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, 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: (a) 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.

**6. E-mail Notification.** 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.

**7. SLA.** Service is subject to the Network-Based Security 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 applicable SLA.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. 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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PRICING ATTACHMENT**

**1. Charges.** Customer will pay the charges in Attachment A of the NASPO Master Agreement. A single MRC that includes the applicable security type and support level MRC plus the applicable security bandwidth MRC will appear as a single line item on Customer's invoice for each NBS Service instance. The NRC also applies to each NBS Service instance.

**1.1 Network Based Security MRC Charges.**

**1.1.2 Support Level Upgrades.** The Next Generation Internet and Content Filtering Security Types can be upgraded from the Standard Support Level to the Unlimited Support Level for an additional \$500 MRC.

**1.2 Network Based Security NRC Charges.**

**1.3 Other Charges.** CenturyLink will provide Customer up to three security tokens for access to the NBS Web portal as part of the Service. Any additional security tokens are available in Attachment A of the NASPO Master Agreement.

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**1. General.** CenturyLink QCC will provide Network Management Service ("NMS" or "Service") under the terms of the Agreement and this Service Exhibit.

**2. Service.**

**2.1 Description.** NMS provides performance reporting, change management, configuration management, fault monitoring, management and notification of customer premises equipment ("CPE") and network related issues. NMS does not include transport or Local Access, which may be separately purchased from CenturyLink. The following management types are available:

**(a) Select Management.** Select Management includes: 24x7x365 remote performance monitoring, reporting, and ticketing via NMS online portal for devices supported by CenturyLink. Select Management also includes complete fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible) change management supported by CenturyLink, (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer may submit change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. Please reference the NMS Supported Device List to determine which devices qualify for NMS Select. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

**(b) Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and Firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, Firewall module configurations, and basic router internal Firewall functions. "Firewall" means a set of related programs, located at a network gateway server that is designed to allow or deny certain hosts or networks to speak to each other, based on a set security policy. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(c) Monitor and Notification.** CenturyLink will monitor Customer device 24x7x365 for up/down status and notify Customer of faults. This feature does not include any of the Select Management or Comprehensive Management features.

**(d) CenturyLink Responsibilities.**

**(i)** CenturyLink will provide Customer with a non-exclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the CenturyLink-managed devices reside. CenturyLink will work with the Customer to facilitate resolution of service-affecting issues as long as Customer chooses either Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of Service. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line(s) for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. 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 under management cannot be reached.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

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**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (a) for Service delivered via IP connectivity with CenturyLink IQ® Networking Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; (b) for Service delivered with CenturyLink IQ Networking Private Port, CenturyLink will configure a virtual circuit to access Customer device at no additional charge. CenturyLink will add the CenturyLink NMS network operations center to the Customer user group to manage the devices within the customer's network. With CenturyLink IQ Networking Private Port, the Customer device does not need to be IPsec-capable unless customer is requesting an added layer of security; (c) for Private Line, both A and Z locations must be under management and accessible via a valid routable IP address.

**(iv)** Customer must provide: A routable valid IP address to establish the Service connection. Customer's primary technical interface person must be available during the remote installation process in order to facilitate installation of the Service. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved on-site CPE maintenance provider. The response times for which the Customer contract with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer-provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**2.2 International Terms and Conditions.** International Service is available in many locations, but not all locations outside of the continental United States. Customer must verify with CenturyLink the availability of the Service in Customer's desired International locations. For Service outside of the continental United States, the following terms and conditions will apply.

**(a) Export Controls.** If equipment, software, or technical data is provided under this Service Exhibit, Customer's use of such items must comply fully with all applicable export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction.

**(b) Anti-Corruption.** Each party acknowledges and agrees that certain anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq. and the UK Bribery Act, prohibit any person from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Each party represents and warrants that in the performance of its obligations hereunder, it has not offered, made, or accepted and will not offer, make, or accept, any bribe or facilitation payment, and will otherwise comply with the requirements of applicable anti-bribery laws.

**(c) Business Contact Information.** Customer is providing to CenturyLink the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to CenturyLink's delivery of Service under this Service Exhibit. The Business Contact Information does not include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union memberships, financial status, health or sex life. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (i) fulfilling its obligations under this Service Exhibit; and (ii) providing information to Customer about CenturyLink'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 CenturyLink's processing of their Business Contact Information for the purposes set forth in this Service Exhibit. 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 CenturyLink promptly of staffing or other changes that affect CenturyLink's use of Business Contact Information. CenturyLink 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, unauthorized disclosure or access. CenturyLink will use the information only for the express purposes set forth in this Service Exhibit. CenturyLink 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.

**(d) International Laws.** CenturyLink will provide the International Service in compliance with applicable international laws and tariffs. Customer agrees to cooperate with CenturyLink in obtaining necessary domestic or foreign approvals. CenturyLink may elect to not offer International Service, or to terminate International Service, in or to any particular jurisdiction, location or country if CenturyLink determines that the provision of such International Service is not commercially reasonable or is not lawfully permitted. Any arbitration or notices between the parties will be conducted in the English.



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**3. Term; Cancellation.** The term of 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 continue for select the Service Term months ("Service Term"). The first 12 months of the Service Term will be referred to as the "Minimum Service Term." Each subsequent location added will have its own Minimum Service Term and Service Term. Upon expiration of the Service Term, each Service will automatically renew for the same Service Term as originally selected by Customer, 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; and (c) a Cancellation Charge (the Cancellation Charge only applies during the initial Service Term and will not apply to any renewal Service Term). The Cancellation Charge applicable to the portion of the Service being canceled during the Minimum Service Term will be 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Minimum Service Term, if any, plus 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term beyond the Minimum Service Term, if any.

**4. Charges.** Customer will pay all applicable charges in the attached pricing attachment. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisions and ready for use ("Start of Service Date"). The MRCs set forth in the pricing attachment will be used to calculate Contributory Charges. Location additions will be at CenturyLink's then-current rate.

**5. AUP.** All use of the Service must comply with the AUP, posted at <http://www.qwest.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. 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.

**6. SLA.** Service is subject to the NMS service level agreement ("SLA"), located at <http://www.qwest.centurylink.com/legal/>, which is subject to change. The SLA is effective as of the first day of the second month after initial installation of Service. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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Pricing Attachment

Network Management Service Pricing

Base Service	NRC	MRC per Device
Monitor and Notification – Any Device	\$0	\$35
Select Management – Routers only	\$0	\$60
Comprehensive Management – Any Device	\$0	\$100
Hardware not included		

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT  
NETWORK MANAGEMENT SERVICE EXHIBIT**

**ATTACHMENT 1**

**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

**between  
("Customer")  
and**

**Qwest Communications Company, LLC d/b/a CenturyLink QCC ("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 CenturyLink Network Management Service. Network Management 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 Network Management 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

**CENTURYLINK MASTER SERVICE AGREEMENT  
CENTURYLINK® SD-WAN SERVICE SCHEDULE**

**1. Applicability.** This Service Schedule applies when Customer orders SD-WAN Service ("SD-WAN Service") which may be designated as "SD-WAN" 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 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.

**2.1 SD-WAN Service Description.** SD-WAN Service is a management overlay that uses software, deployed on a CenturyLink-provided CPE appliance at Customer's location ("SD-WAN Device"), enabling Customer to build a homogeneous private network through different types of network connections. The CPE associated with SD-WAN is provided on a rental basis. The SD-WAN Device establishes logical connections with other Customer edge CPE appliances across a physical WAN. CenturyLink supports SD-WAN Service using diverse network controllers (collectively "Controller") and a password-protected management portal ("Management Portal"). The Controller provides an entry point for Customer's locations by authenticating the site and assisting to establish a secure channel between such Customer locations. The Management Portal provides centralized configuration and management. 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 CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

SD-WAN Service supports private networking over the top of site to site networking and local internet breakout with firewall. SD-WAN Service includes a small CPE rental device that CenturyLink or its supplier configures and ships to the Customer site. In some cases, repackaged or substitute CPE may be used. The CPE device can be upgraded to a medium or large CPE rental device at additional charge. Customer may order Security Upgrade at an additional charge. Security Upgrade provides a set of firewall, web filtering, intrusion prevention, and localized DDOS features. Customer may order two SD-WAN Service packages at the same site to create a high-availability resilient network design. Subject to availability, On-Site Installation and On-Site Maintenance may be ordered at an additional charge for each location. The On-Site Installation option will provide a CenturyLink technician at the customer premises to support the SD-WAN Device activation. The On-Site Maintenance option will provide a CenturyLink technician at the customer premises to support the replacement of an SD-WAN Device in the event of a device failure.

**2.2 CenturyLink Procured Third Party Provided Broadband and Cellular Back-Up Service Descriptions.** In conjunction with SD-WAN, Customer may purchase CenturyLink 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.

**3. Administration and Management.** CenturyLink and the Customer will be able to perform ongoing management, monitoring, and reporting of the SD-WAN Service. Customer can submit up to 5 configuration changes per month per site. CenturyLink reserves the right to charge Customer \$275 for each configuration request over that amount. CenturyLink or its supplier will maintain global administrative access to SD-WAN Service at all times and will maintain the root password for all functions. Customer may have the option to co-manage SD-WAN Service configuration via the Management Portal. However, CenturyLink is not responsible for outages or security incidents that occur due to Customer changes or configuration. CenturyLink is not responsible for any services, systems, software, or equipment Customer uses with SD-WAN Service 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).

**4. Charges.** Customer shall pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and usage charges (related to Access Services, if any) set forth in the Order, CenturyLink-issued quote, or pricing attachment in accordance with the Agreement. The SD-WAN Service MRC includes the rental CPE MRC, which may be separately identified in invoices. Customer agrees to pay and/or reimburse CenturyLink for its additional time for fees, costs and

**CENTURYLINK MASTER SERVICE AGREEMENT  
CENTURYLINK® SD-WAN SERVICE SCHEDULE**

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 CenturyLink. 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 CenturyLink with 60 days' advanced written notice and Customer shall pay early termination liability as set forth in the Agreement.

**5. Service Levels.**

(a) **SD-WAN Service.** If CenturyLink or its supplier causes Downtime which is not isolated to an issue with the SD-WAN Device, CenturyLink will provide Customer with a credit of one day's charges, prorated from the MRC for the affected SD-WAN Service, for each cumulative hour of Downtime in a calendar month. Total monthly credits will not exceed fifty percent (50%) of the charges for the affected SD-WAN Service for that month. If Downtime is caused by an issue with the SD-WAN Device, Customer will not be entitled to any monetary remedy. Instead, CenturyLink will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames: (i) for locations within the continental U.S., next business day if Customer notifies CenturyLink by 2 pm mountain time the prior business day; and (ii) for locations outside the continental U.S., within five (5) business days from the time Customer notifies CenturyLink.

(b) **Access Services.** 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:

<u>Cumulative Unavailability (in hrs:mins:secs)</u>	<u>% of broadband access MRC</u>
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 SD-WAN Service (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 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.

**6. Ownership.** For the SD-WAN Service and rental CPE, 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, 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 CenturyLink or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at CenturyLink's sole discretion), non-sublicenseable, non-assignable right to access and/or use the software solely in

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association with the Service hereunder; provided, however, 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. 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 CenturyLink 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 CenturyLink or its supplier. 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 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 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 CPE and (ii) notify CenturyLink as soon as Customer is aware of any circumstances that may adversely affect the CPE or its operation. 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 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 CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**7. 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 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 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.

**8. 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 the Service 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). Unless Customer purchases On-Site Installation, Customer is responsible for installation of service and integration into Customer's network. Customer shall ensure CenturyLink 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. CenturyLink may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information necessary to use the Access Service. Customer must notify CenturyLink of any move or relocation of SD-WAN Service.

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(b) 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 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.

If Customer orders Access Services, Customer shall not use the cellular access service other than in back-up 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 for 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-back-up 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) CPE Return or Replacement. CenturyLink will provide Customer with instructions on return of CPE. Customer will deliver 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 CPE is not returned within 30 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"). Where CPE rented from CenturyLink 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. If On-Site Maintenance is not available and 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.

(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).

**9. 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 as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. CenturyLink makes no guarantee 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. 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 SD-WAN Service, 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

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interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

**10. 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 Access Services at that specific Customer site shall be deemed cancelled.

(c) CenturyLink reserves the right to commence billing Customer, and Customer shall pay for the Access Service MRCs, if and to the extent that (i) such access has been installed; (ii) CenturyLink 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 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.

**11. 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, 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 service at such site. In such case, CenturyLink will notify Customer via e-mail of termination of service at such site and Customer shall not be billed for service at that location.

**13. Disclaimers.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, SOFTWARE IS PROVIDED "AS-IS" AND CENTURYLINK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING USE OF THE SOFTWARE, AND MAKES NO WARRANTY THAT THE SOFTWARE OR USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE. CENTURYLINK HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTY OF NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE MAY INCLUDE VERSIONS OF SOFTWARE, APPLICATION PROGRAMMING INTERFACES, BUGS, VIRUSES AND OTHER ERRORS, MAY HAVE LIMITED FUNCTIONALITY, MAY BE SUBJECT TO INTERRUPTIONS OR DELAYS, MAY NOT PROCESS DATA PROPERLY, MAY NOT OPERATE IN ACCORDANCE WITH ANY SPECIFICATIONS OR DOCUMENTATION, AND/OR MAY NOT SUPPORT CUSTOMER'S BUSINESS REQUIREMENTS



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("ERRORS"). ANY DOCUMENTATION, USER'S MANUALS, SPECIFICATIONS, AND OTHER MATERIALS SUPPLIED BY CENTURYLINK PERTAINING TO THE CLIENT SOFTWARE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY MATERIALS SUPPLIED IN CONNECTION WITH THE SOFTWARE OR ACCURACY OF ANY RESULTS OR OUTPUT RENDERED BY THE CLIENT SOFTWARE OR THAT THE CLIENT SOFTWARE IS ERROR-FREE, AND CUSTOMER AGREES THAT CENTURYLINK SHALL NOT BE LIABLE FOR ANY DAMAGE SUFFERED BY CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE CLIENT SOFTWARE, OR CAUSED BY SUCH ERRORS. CUSTOMER AGREES THAT CENTURYLINK SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ON CUSTOMER'S BEHALF FOR ANY REASON WHATSOEVER. CUSTOMER'S USE OF THE CLIENT SOFTWARE IS AT CUSTOMER'S OWN RISK, AND CUSTOMER AGREES THAT ANY AND EVERY FORM OF LIABILITY TO CENTURYLINK IS EXPRESSLY DISCLAIMED.

**14. 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.

**15. Withholding Taxes.** All invoices will be issued to Customer and paid in the currency specified in the Order, CenturyLink-issued quote, 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.

**16. 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) Indemnification. 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 Section 16 and for any violations of applicable laws in connection with its use of the Service.

(b) 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 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).

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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.

**CENTURYLINK IQ® DELTA PORT™ WITH IP CONNECTION BUNDLE OFFER ATTACHMENT**

This offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network-Based Security ("NBS") Service Exhibit if applicable ("Service Exhibits"), and the CenturyLink® Total Advantage® or CenturyLink® Loyal Advantage® Agreement ("Agreement") between Customer and CenturyLink Communications, LLC. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. Scope.** Customer may purchase a Delta Port™ with IP Connection Bundle under this Attachment. Unless otherwise stated in this Attachment, Offer Pricing is exclusive of, and may not be combined with, any other offers, promotions, or discounts, and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits. Customer's Agreement must include all of the applicable Service Exhibits. This offer is only valid through the Cutoff Date. However, CenturyLink may, in its sole discretion, accept orders and quotes beyond that date, and any such orders and quotes will be subject to the terms of this offer.

**2. Description, Eligibility, and Restrictions.**

**2.1** A "Delta Port with IP Connection Bundle" is a bundled solution that includes a CenturyLink IQ® Networking Ethernet Internet Port or Private Port, a Local Access IP Connection, Rental CPE, and NBS (if Private Port is used).

**(a)** Delta Port with IP Connection Bundles must use IP Connection. Service is subject to availability and is only available in qualified locations where CenturyLink facilities exist and Customer's locations meet specific network conditions. Availability is determined by CenturyLink.

**(b)** Delta Port with IP Connection Bundles are not eligible for any service credits set forth in the SLA referenced in the domestic CenturyLink IQ Networking Service Exhibit. CenturyLink will use commercially reasonable efforts to meet the goals set forth in that SLA, but CenturyLink's failure to meet such goals will not be deemed a material breach of any part of the Agreement and Customer will not be entitled to any damages therefore or terminate the Service for Cause.

**(c)** Limited support hours are available with Delta Port with IP Connection Bundles

**(d)** CenturyLink may modify the underlying Service with new or different technology with the same or improved functionality as the existing technology if such new or different technology becomes commercially available by CenturyLink. CenturyLink reserves the right to modify Delta Port with IP Connection Bundle rates after the completion of the Service Term.

**(e)** 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, have entered into an agreement or amendment directing Customer to the NBS Service Exhibit and use at least one NBS instance per CUG (closed user group) that includes that Private Port. 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.

**2.2 Customer Support.** Customer Support is limited to 5 days per week, nine hours per day, excluding holidays. The Customer support hours must be the same hours each day.

<b>Customer Support Days</b>	<b>Customer Support Hours (local time, based on the location of the Delta Port with IP Connection Bundle)</b>
TBD	TBD

**2.3 Service Escalations.** Customer is allowed to request one customer support escalation for each Delta Port with IP Connection Bundle each month. An escalation means any customer support that occurs outside of the established nine hour time frame. If Customer requests more than the allotted customer service escalations in a given month, CenturyLink will charge \$100 for each service escalation that is in addition to the allotted amount.

**3. Term.**

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**3.1 Term.** Customer must have an Agreement Term of 24 or 36 months and Customer must agree to use each required Service that is included in the Delta Port with IP Connection Bundle for the minimum number of months associated with the Offer Pricing selected ("Service Term"). The Service Term is indicated in the quote. Customer must order all the applicable Delta Port with IP Connection Bundle Service elements at the same time. If CenturyLink or Customer cancels any of the Services that comprise a Delta Port with IP Connection Bundle, the entire Delta Port with IP Connection Bundle must be terminated at the same time. Each Delta Port with IP Connection Bundle will have its own Service Term commencing on the Start of Service Date for that bundle. "Start of Service Date" means the date CenturyLink notifies Customer that the Delta Port with IP Connection Bundle is provisioned and ready for use.

**3.2 Cancellation.** If Customer cancels a Delta Port with IP Connection Bundle for any reason other than Cause or if CenturyLink Cancels a Delta Port with IP Connection Bundle for Cause before the completion of the Service Term, Customer will pay the following Cancellation Charges for each canceled Delta Port with IP Connection Bundle: (a) the total MRC amount for the canceled Delta Port with IP Connection Bundle multiplied by four months if the Delta Port with IP Connection Bundle is canceled in the first year of the Service Term; (b) the total MRC amount for the canceled Delta Port with IP Connection Bundle multiplied by three months if the Delta Port with IP Connection Bundle is canceled in the second year of the Service Term; or (c) the total MRC amount for the canceled Delta Port with IP Connection Bundle multiplied by two months if the Delta Port with IP Connection Bundle is canceled in the third year of the Service Term. At the conclusion of each Delta Port with IP Connection Bundle's Service Term, the bundles will continue on a month-to-month basis until canceled by either party with 60 days' notice. CenturyLink may modify or discontinue Offer Pricing for each Delta Port with IP Connection Bundle after the bundle's Service Term is completed.

#### **4. Upgrades; Migration to another CenturyLink Service; Waiver of Cancellation Charges.**

**4.1 Upgrades:** Customer may upgrade to a higher bandwidth at the same location if: (a) Customer has had the Delta Port with IP Connection Bundle for three months or longer; (b) Customer's location qualifies for the higher bandwidth, and (c) if CenturyLink approves the upgrade. If Customer upgrades to a higher bandwidth, then: (d) CenturyLink will waive the Cancellation Charges associated with the Delta Port with IP Connection Bundle that is canceled; (e) Customer must start a new Service Term for the upgraded Delta Port with IP Connection Bundle, (f) Customer must pay the applicable MRCs for the upgraded Delta Port with IP Connection Bundle, and (g) Customer might be required to pay a speed-change charge at then-current time and material rates.

**4.2 Migration to Another Service** CenturyLink will waive a Delta Port with IP Connection Bundle's Cancellation Charges if Customer migrates to standard CenturyLink IQ Networking Service or to a CenturyLink IQ® Data Bundle or Managed Data Bundle if available ("Migration"). The MRC for the new CenturyLink IQ Networking Service or Data Bundle solution must be equal to or greater than the MRCs of the Delta Port with IP Connection Bundle being terminated, the new minimum service term is at least as long as the then remaining Service Term of the Delta Port with IP Connection Bundle being terminated and the new Service is available.

#### **5. Offer Pricing.**

**5.1 Delta Port with IP Connection Bundle.** Customer must pay all applicable MRCs set forth in Appendix A of the NASPO Master Agreement.

**5.2 Network-Based Security.** NBS rates are set forth in the Network-Based Security Service Exhibit. Delta Port with IP Connection Bundle customers that order the Essential security type with the Basic support level are eligible to receive a 10 Mbps security bandwidth level at rate equal to the 1 Mbps security bandwidth level MRC, as shown in Appendix A.

#### **6. Services.**

**6.1 CenturyLink IQ Networking Service.** Delta Port with IP Connection Bundles are available with CenturyLink IQ Networking Internet Port and Private Ports at the following bandwidths: 3 Mbps, 5 Mbps, 7 Mbps, 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 60 Mbps, 80Mbps, 100 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, or 1 Gbps.

**6.2 Local Access IP Connection.** IP Connection is included in the Delta Port with IP Connection Bundle MRC. Other Local Access types such as Customer Provided Access, Cross Connect, or CO Meet Points may not be used with Delta Port with IP Connection Bundles.

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**6.3 Rental CPE.** As part of this offer, CenturyLink will configure the CenturyLink-Rental CPE and install it at the time the Local Access is delivered. Customer may request up to 10 configuration changes per year. In some cases, CenturyLink may use repackaged Rental CPE, or substitute the CenturyLink-approved Rental CPE shown below with another CPE device. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at [centurylinkselectadvantage.com](http://centurylinkselectadvantage.com). CenturyLink will provide 8x5 NBD ProMET® On-Site Standard Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE device if a problem is caused by Customer's acquisition of the password; (b) CenturyLink will no longer provide any CPE configuration assistance; (c) any Customer requests for CPE configuration assistance after obtaining password access will be at CenturyLink's then-current time and material rates; and (d) Customer will not be entitled to any SLA service credits. Customer must promptly return all Rental CPE to CenturyLink upon termination, as specified in the Rental CPE Service Exhibit.

Rental CPE		
With IP Connection and Ethernet speeds up to 40Mbps	With IP Connection and Ethernet speeds up to 500Mbps	With IP Connection and Ethernet speeds up to 1Gbps
Adtran 6360	JUNIPER SRX240	JUNIPER SRX550

Speeds are shown in the pricing table. The Rental CPE device will vary based on location and IP Connection.

**6.4 Network Based Security.** NBS provides an Internet gateway between Customer's CenturyLink IQ Networking Private Port network and the Internet. CenturyLink will configure the CenturyLink Network Based Security policies based on information that is submitted to CenturyLink by Customer. Customer is responsible for providing accurate information. CenturyLink will provide the Customer with detailed configuration information upon request. Customer may upgrade the security bandwidth level and select from security and support levels rates within NBS.

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**Applicability.** These are the service terms for Level 3's Collaboration Services (Audio, Web & Video), (the "Services," "Conferencing Services" or "Collaboration Services"), which apply to Conferencing Services provided by Level 3, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other master agreement (in each case a "Master Agreement") executed by the Customer and Level 3. Initial capitalized terms not defined below or otherwise in these terms and conditions have the meanings given to them in the Master Agreement. The Services may be delivered or invoiced by Global Crossing Telecommunications, Inc. (a Level 3 affiliate) or its affiliates.

1. General.

- 1.1** Level 3 offers three types of Conferencing Services under this Service Schedule: Audio Conferencing, Web Conferencing and Videoconferencing. Rates and Charges for the Services, the Initial Term for which they are ordered, any Minimum Usage Commitments and specific features requested by the Customer will be set out on the Customer Order (which may also be referred to herein as the "Order Form") or pricing schedule. Notwithstanding anything to the contrary in the Master Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule without the express written consent of Level 3.
- 1.2** The Services are made available to the Customer on a 24-hour, 7 days per week, 365 days a year basis by contacting Level 3 Conferencing Call Center using the toll-free customer telephone number provided to Customer, or by email.
- 1.3** Notwithstanding anything to the contrary in the Master Agreement and except as otherwise set forth expressly herein, delivery of Service shall be deemed acceptance by Level 3 of the Customer Order.
- 1.4** Customer agrees that during the term of the Services, for any ordered Conferencing Service, Level 3 will be used as its primary supplier of that type of conferencing service.
- 1.5** Customer agrees to allow Level 3 to identify Customer as a customer or client in its marketing communications materials for any ordered Conferencing Service.
- 1.6 Content Indemnification.** Customer shall indemnify, defend and hold Level 3, its directors, officers, and employees harmless from any loss, damage, expense or liability related to any third party claim arising from or relating to any content provided or delivered by or for Customer in connection with the Services. Level 3 reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.
- 1.7 Recording.** Certain Services include a feature that allows users to record the contents of communications. Many states' laws prohibit recording the content of communications unless the individual recording the communication provides notice to, and obtains the consent of, all of the participants to the communication. While certain of the Services include a feature that is intended to provide notice to participants of a conference call when recording is initiated, ***it is the users' responsibility to obtain participants' consent to recording as required by applicable laws.*** Customer shall defend, indemnify and hold Level 3 harmless from any claim, liability or loss arising in connection with Customer or Customer's users' failure to obtain consent of any participant of a conference call.

2. Minimum Usage Guarantee and Billing.

- 2.1** If any of the rates or charges for Conferencing Services to be provided to Customer are conditional upon a specific monthly usage/volume commitment or guarantee relating to the use by Customer of those Conferencing Services (a "Commitment"), the amount of that Commitment, as agreed with Customer, will be set out in the Customer Order. Unless otherwise agreed in writing between the parties, Customer's payment of charges related to usage of Conferencing Services only will count towards satisfaction of the Commitment. No other charges, fees or amounts shall contribute to the Commitment. In such circumstances, Customer agrees that if its payments for use or purchases of Conferencing Services should be less than the Commitment amount for the relevant period, Customer will pay Level 3 a shortfall charge (the "Shortfall Charge") calculated in the following manner:
- (a)** in the case of a dollar (or other currency) based Commitment, an amount equal to the Commitment amount applying for the relevant period (i.e. month or year) less all usage charges (excluding taxes and surcharges) paid by the Customer for the Services during the applicable period; and
- (b)** in the case of a Commitment based on minutes of usage, an amount equal to the shortfall by which the Customer missed the Commitment amount, multiplied by the applicable per minute rate for the applicable Conferencing Service(s).

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- 2.2** Customer agrees that the Commitment is a take or pay and that the Shortfall Charge provided for in this Section is a reasonable approximation of the benefit of Level 3's agreeing to provide Customer with the Service(s) at the agreed rates, and is not a penalty.
- 2.3** Billing. Charges for Conferencing Services provided under these terms and conditions may be invoiced by an affiliate of Level 3 and such charges will be invoiced as follows:
- (a)** For US customers, all charges will be invoiced and payable (at Customer's option) in USD, GBP, EURO or CAD;
  - (b)** For EU customers, all charges will be invoiced and payable (at Customer's option) in USD, GBP, or EURO;
  - (c)** For Canadian customers, all charges will be invoiced and payable (at Customer's option) in USD or CAD; and
  - (d)** For customers in the Latin Americas region, all charges will be billed by the Level 3 or the affiliate that is a party to the master agreement or other service agreement with Customer under which the services are provided; all charges will be invoiced and payable in USD unless otherwise agreed in writing between the parties or otherwise required by local law.
- 2.4** Customer is responsible for all charges respecting the Services, even if incurred as the result of unauthorized use.

**3. Audio & Web Conferencing.**

**3.1** Level 3 provides the following Audio and Web Conferencing Services:

- (a) Ready-Access®.** Level 3's subscription-based audio conference service, offering shared-port, reservation-less, automated audio conference calls. Subscribers are assigned permanent access numbers and pass-codes to facilitate conference calls without operator involvement.
- (b) Auto Event Call.** An access method for reserved audio conference calls by which participants call into at least two toll or toll-free numbers and drop directly into conference in either a listen only or an interactive mode. This reservations-based service is completely automated; an operator is available for technical difficulties. This Event Call type does not support a managed Q&A session or any of the other additional/enhanced features associated with audio conferencing.
- (c) Event Express.** A reservations-based audio conference service. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. At least sixty percent (60%) of participants dial-in to the Bridge and join the conference call in listen only mode, without the ability to actively participate. Remaining participants dial-in on a different number, are answered by a Level 3 operator, placed into the conference call, and can actively participate in the call. A Level 3 operator monitors the conference call and can conduct a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.
- (d) Event Call.** A high profile audio conference call, such as an earnings release. This call is accessible via toll or toll-free access and is fully operator-monitored. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. All participants are answered by a Level 3 operator, placed into the conference call and can actively participate in the call. A Level 3 operator monitors the conference call and conducts a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.
- (e) Event Call Dial-Out.** A high-profile audio conference call utilizing the Level 3 operator to dial-out to all participants to connect them to the conference call. All additional/enhanced services associated with audio conferencing are supported on this call type.
- (f) Event Call Director.** An online tool providing enhanced conference control and management of an Event call by enabling the meeting organizer to view live who has joined the call, view and manipulate the question and answer session, and chat with the conference operator.

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- (g) Level 3 Web Meeting.** A Ready-Access feature enabling the end-user customer to manage their meetings on-line, change account options, hold a Web conference to share presentations and applications with participants, record visual applications synchronized with the audio conference, and store files online.
- (h) Connect Scheduler for Microsoft Outlook® Calendar.** A Ready-Access feature that integrates Level 3 audio and Web conferencing with the Microsoft Outlook® calendar. The Chairperson can create invitations in Outlook® that automatically include dial numbers and instructions for joining the audio conference and direct links for participants to join a Web conference and check their browser configuration prior to the meeting. Scheduler also includes a Web Meeting button on the Chairperson's desktop that automatically logs them into the Web Meeting.
- (i) Ready-Access Record.** An on-demand Ready-Access feature that is fully integrated with Web Meeting. The Chairperson can start and stop the recording using telephone touch tone commands or select a button on the Web Meeting screen. Recordings are automatically synchronized with visual information presented in a Web conference and are stored online in an Archive management system. The Chairperson can email or place a URL link on the Internet/Intranet for participants to playback the file online using a Flash player. The Chairperson may also add access security codes, receive playback reports and download recordings to store them on their desktop.
- (j) Ready-Access for Microsoft Lync.** A Ready-Access feature with usage-based and monthly recurring charge components, enabling Lync and Ready-Access participants to join the same conference. Users can join the conference either via Lync or by dialing a Ready-Access dial-in number. Certain Ready-Access features are disabled or partially disabled when Ready-Access is used to join the conference and certain Lync features are disabled or partially disabled when Lync is used to join the conference. Upon Customer's request, Level 3 will provide Customer with information on Ready-Access and Lync features that are affected when Ready-Access for Microsoft Lync is used.

Attached hereto as Exhibit A and agreed upon by the parties are additional terms and conditions applicable to Level 3's provision and Customer's use of Ready-Access for Microsoft Lync.

**(k) Cisco WebEx™ Services, Delivered by Level 3.**

- (i) Full featured web conferencing services, integrated with Ready-Access. Cisco WebEx services are available on (i) a shared site / usage only basis and (ii) a dedicated microsite basis, with various service options and billing options available as set out below. Details of the specific service elements and billing options selected by Customer will be set out on a Customer Order for Cisco WebEx services:

Meeting Center Pro service; billing options include Named Host User Licenses, Full Deployment User Licenses, Large Rooms, Meeting Assist, Committed Minutes, Uncommitted Minutes, Shared Ports; Port Suite Bundles (Meeting Center including Training Center and/or Support Center).

Training Center service; billing options include Named Host User Licenses, Studio Slots, Training Assist, and Shared Ports.

Support Center (aka Remote Support) service; billing options include Named Host User Licenses, Shared Ports, Service Desk Enterprise or Standard Named Host Licenses and Set Up Fees, Remote Access per computer, Asset Management per computer, Software Distribution per computer, Patch Management per computer, Virus Protection per computer, Bundles of various configurations (including any or all of the following - Remote Access, Asset Management, Software Distribution, Patch Management, Virus Protection) per computer Backup Management per bundle of GB storage.

Event Center service; Large Rooms, Event Assist, Shared Ports, Committed Minutes, Uncommitted Minutes. Enterprise Edition service (includes any or all of the following – Meeting Center Pro, Training Center, Support Center, Event Center); billing options include Enterprise Named Host User Licenses, Enterprise Full Deployment User Licenses, SMB Full Deployment User Licenses, Enterprise Committed Minutes, Enterprise Uncommitted Minutes.



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Additional fees that may apply to any of the service type/billing models above include Network Based Recording (NBR) - Committed Storage fees per GB, Network Based Recording (NBR) - Usage Storage fees per GB Incurred, PCNow Enterprise - per block of computers, PCNow Storage Committed fees per GB, Branding fees, Overage fees.

- (ii) A minimum Service Term applies to the provision of certain Cisco WebEx services, both when initially ordered and when and if subsequently renewed, as set out in the table below. Notwithstanding anything to the contrary in the Master Agreement or otherwise in these terms, Customer agrees that on termination of these Services before the end of the Minimum Term or Minimum Renewal Term, as applicable, either (i) by Customer other than pursuant to Customer's right to do so under the Master Agreement or these terms because of Level 3's breach, or (ii) by Level 3 because of Customer's breach, Customer shall pay one hundred percent (100%) of the monthly recurring charges remaining through the end of the applicable Minimum Term or Minimum Renewal Term. Customer agrees that the termination fees provided for in this sub-section are based on an agreed revenue expectation and are not a penalty.

<b>Service type</b>	<b>Minimum Term (Initial order)</b>	<b>Minimum Renewal Term</b>
Named Host >= 50 Hosts	Twelve Months	Six Months
MC Active Host	Twelve Months	Twelve Months
Connect & EC Large Room	Twelve Months	Six Months
All Full Deployment Offers	Twelve Months	Twelve Months
EE Named Host & MC 200 named Host	Twelve Months	Twelve Months
EC Campaign	Six Months	No Minimum Renewal Term
All Other Service types	Three Months	Six Months

- (iii) Notwithstanding anything to the contrary in the Master Agreement, and subject only to the parties agreeing otherwise in a Customer Order for Cisco WebEx services, at the end of the initial Service Term for which Customer orders the above Cisco WebEx services (or, in the case of the Services to which a Minimum Term applies, at the end of that Minimum Term), the term for those services will automatically renew for the Minimum Renewal Term indicated in the table above, unless either party provides written notice to the other party, at least forty five (45) days prior to the end of the then current term, that it does not wish to renew its order for those Services.
- (iv) Notwithstanding anything to the contrary in the Master Agreement, the use of WebEx services is subject to territorial restrictions as follows:

Customer shall not reverse engineer or decompile any WebEx application programming interfaces that enable Level 3 to integrate access to Cisco WebEx service features into Level 3's Services and/or receive or generate Customer billing data;

Cisco WebEx services shall only be used for internal business purposes. Cisco WebEx services shall not be resold, distributed, used for any commercial purposes, used on a timeshare or service bureau basis, or used to operate a web-site or otherwise generate income except in the ordinary course of Customer's business;

Customer's use of a user identification or screen name issued by American Online ("AOL") or its affiliates (in connection with Cisco WebEx 'Connect' service, if purchased by Customer, shall be governed by the AOL Network Registered User Terms of Service: <http://legal.aol.com/terms-of-service/full-terms/>; and

Notwithstanding anything to the contrary in the Master Agreement, Level 3's obligations (under the Master Agreement) to indemnify Customer in respect of claims that its Services infringe the proprietary rights of a third party shall apply, in respect of Cisco WebEx services, only to claims that the Cisco WebEx services infringe a copyright or patent existing in the United States, an EU Member State, Norway, Switzerland, Canada, Japan, New Zealand, Australia, Hong Kong, or Singapore, or a Latin American Country in which Level 3 provides such services to Customer.

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- 3.2** Level 3 shall take all reasonable measures to ensure port availability; however, Level 3 does not guarantee port availability in the shared port Ready-Access service. Availability is on a first-come, first-serve basis. Consistent monitoring of port utilization enables Level 3 to proactively increase capacity to meet Customer demand.
- 3.3 Features.** The table below sets out the features generally available as part of Level 3's standard packages for Audio & Web Conferencing Services, listed by service, for attended and unattended conference calls. (An "X" denotes inclusion of the specified feature for that call type.) The feature list below is non exhaustive and certain features are subject to availability. Feature availability is subject to change. Additional charges, as set out in the Customer Order apply to these features where indicated below.

		<b>Ready-Access</b>	<b>Automated Event</b>	<b>Express Event</b>	<b>Event Call</b>
<b>CONFERENCE CALL COMPONENTS</b>	Call Size	8, 16, 24, 35, 50, 60, 75, 96, or 150 lines	3 – 2500+	3 – 2500	3 – 2500+
	Operator Availability	Technical assistance	Technical assistance	100% Operator Monitored	100% Operator Monitored
	Reservation Confirmation		X	X	X
	Access with a Passcode	X		Partial	X
	Customized Introduction	Greeting*	Semi-Custom	Semi-Custom	Semi-Custom
	Dial in on a Toll Number	X	X	X	X
	Dial in on a Toll-free Number	X	X	X	X
	Enhanced Services Availability	X		X	X
	Listen-only Mode	Chair/Part. Controlled	X	X	X
	Music While on Hold	X	X	X	X
	Operator Access	X	X	X	X
	Operator Dial Out	Chairperson	Partial	X	X
	Operator Greets All Callers			Partial	X
	Q&A Session Coordination			Selected Participants	X
	Roll Call	Automated		Partial	X
	Security Screening	Automated		Partial	X
	Standard Introduction			X	X
	Standing Reservation	X	X	X	X
	Ready-Access for Microsoft Lync	X			
	Web Meeting	X			
<b>ADDITIONAL SERVICES (ADDITIONAL CHARGES APPLY)</b>	Level 3 Web Meeting**	X	X	X	X
	Ready-Access Scheduler for Microsoft Outlook® Calendar	X			
	Cisco WebEx services**	X	X	X	X
	Participant Notification	(Scheduler)		X	X
	Communication Line			X	X
	Participant List (faxed or e-mailed)			Partial List	X
	Recording/Taping	(Record on demand)		X	X
	Conference Playback	X		X	X

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		<b>Ready-Access</b>	<b>Automated Event</b>	<b>Express Event</b>	<b>Event Call</b>
	Taped Conference Rebroadcast			X	X
	Transcription			X	X

Notes: \* Available subject to additional conditions.

\*\*Level 3 Web Meeting and Cisco WebEx services are only integrated with Ready-Access but may be used as a stand-alone service with Event or Event Express services and needs to be added at the time of reservation.

- 3.4 Pricing.** Charges for Audio & Web Conferencing Services are per minute, per line, and include toll, toll-free, dial-out, and bridging charges. International dial-out charges are additional for all call types. Call time is measured in minute increments from when a conference participant is connected to a Bridge for a conference until the time that conference participant is disconnected from that Bridge.

Ready-Access: Toll, Toll-free, Dial-Out.

Ready-Access for Microsoft Lync: a monthly recurring charge applies per number of concurrent conferences available (i.e., separate conferences held at the same time), incurred Ready-Access usage is billed as standard, and standard Ready-Access usage charges apply to one additional conference line per conference used to bridge Lync to Ready-Access.

Auto Event Call: Toll and Toll-Free.

Event Express Call: Toll, Toll-Free, and Dial-Out.

Event Call: Toll, Toll-Free, and Dial-Out.

Level 3 Web Meeting: billing options include, per participant per minute usage based charges, or periodic named user license models (e.g., monthly billing associated with a particular subscriber).

Cisco WebEx services: per participant per minute usage, named host and port based license models.

Ready-Access Scheduler: No charge.

Ready-Access Record: Setup fee, file hosting fee and additional playback charges apply.

Charges for all Audio & Web Conferencing services, including any ancillary charges for additional services or features ordered by Customer, will be set forth on the Customer Order for the Service (collectively "Charges"). Notwithstanding any language in the Master Agreement to the contrary, billing for all elements Audio & Web Conferencing Services is in arrears.

- 3.5** Customer understands that the Charges applying to the Service are reflective of the charges levied on Level 3 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 term for which the Service is to be provided by Level 3 to Customer. Accordingly, Level 3 reserves the right, upon 30 days' written notice, to increase the Charges applying for calls made to specific call destination regions and/or to change Charges based on changes to Third Party Charges, which revised Charges shall take effect at the expiry of the 30-day notice period.

- 3.6 Web Conferencing and HIPAA.** Customer understands, and hereby acknowledges, that the web conferencing Services are not suitable for the maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended. Customer warrants and represents that it will not use the web conferencing Services to maintain protected health information and hereby holds Level 3 and its affiliates harmless against, and agrees to fully indemnify Level 3 and its affiliates for, claims alleging or arising out of Customer's use of the web conferencing Services for such purpose.

#### **4. Videoconferencing.**

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**4.1** Level 3's videoconferencing service provides a fully managed videoconferencing solution allowing for visual collaboration between two or more sites. Videoconferencing service is made available to Customer either on a Reservations Basis or via Level 3's Dial Through Gateway feature as follows:

- (a) Reservations Basis.** Customer contacts Conferencing Services to schedule a videoconferencing call either by using a web based reservation system, by assigned telephone number, by email, or by fax. Level 3 shall provide confirmation by e-mail or facsimile to a designated reservation site or sites, within an appropriate timeframe, based on a request for a Videoconference conference from Customer. Videoconferencing calls may be either Multipoint ( $\geq$  3 sites) or Point-to-Point (two sites). In either case, Level 3 video operators dial out to each scheduled Customer site and/or Customer dials into the videoconference call from each location. Level 3 video operators will perform a "Meet-and-Greet" with all of the connected Customer sites prior to the call start time (actual set up time is captured in the customer reservation) and then the Video Operator begins the call and continuously monitors the call connectivity for issues. A summary of the services provided by Video Operators is as follows:

Before the call - reservations via phone, fax, e-mail, or a proprietary Interactive Web Reservations (IWR) portal;

During the call – dial out to sites, "Meet-and-Greet" sites, bridge IP & ISDN sites, monitor connectivity, trouble resolution of dynamic issues, and bridging ISDN to IP calls or vice versa (hybrid calls);

After the call – Online video reports, flexible billing options, and trouble ticket reporting.

- (i) Hosted Video Bridge Services.** Level 3 will provide video bridge services for multi-point videoconferences using Level 3 owned and hosted bridges. All service features described in Sections 4.4 and 4.5 below are available on Level 3 owned and hosted video bridging equipment. Level 3 hosted bridge services are available to provide failover capability for Customer meetings as well as other features not supported on Customer owned video conferencing bridging equipment managed by Level 3 as described in the following Section.
- (ii) Managed Video Bridge Services.** Level 3 will provide video bridge services for multi-point videoconferences using Customer owned video conferencing bridging equipment. In order to avail of this Service feature, each sites at which Customer owned video conferencing bridging equipment is to be managed by Level 3 must be provisioned with a Converged IP Service IPVPN port to facilitate remote connection to the equipment to be managed by Level 3. Customer is responsible for configuring and ensuring that such remote access remains available Level 3 will manage scheduled meetings accounting for the number of ports provided on the Customer provided bridges. AES encryption, Continuous Presence, and cascade ports (as described in Sections 4.4 and 4.5 below) will be supported on Customer provided bridges.
- (b) Dial Through Gateway.** This feature enables IP/VPN or ISDN sites to directly dial to other IP/ VPN or ISDN sites via self launching calls on the hosting zone bridges. These calls are reservation-less, allowing users to directly set up and launch videoconferencing calls, utilizing Level 3's MCU/gateway between two sites. These calls are automatically established and disconnected by the user without having to use Conferencing Services to schedule, establish or terminate a video conference call. The dial through Gateway feature is only available at Customer sites at which Customer has ordered an IP VPN port with premium class of service (CoS).

**4.2** The following three transport methods are available for Level 3 videoconferencing services:

**ISDN.** Videoconferencing calls originate and terminate 'end to end' on third party provided ISDN circuits.

**IP Video.** Videoconferencing calls are delivered over Level 3's IP VPN Network using Customer's Internet standards based end point equipment. As a condition of this service, Customer must order an IP VPN port with premium class of service (CoS) at each site at which it wishes to use IP Video service. This service provides inherently secure access over Level 3's private MPLS network with packet prioritization to ensure video and voice quality. Customers may choose to deploy this service as either an overlay network or as a converged IP (data/voice/video) solution.

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**Public Internet.** Videoconferencing calls are delivered via the public Internet into Level 3's video hosting zone for connectivity to Level 3's video bridges.

- 4.3** Level 3 shall prepare and deliver to Customer a report on any technical difficulty encountered during a videoconferencing call, for use by Customer or Customer's equipment vendor(s).
- 4.4** The following optional features are available in connection with Level 3 videoconferencing Services, whether accessed on a Reservations Basis or via Level 3's Dial Through Gateway feature. Additional charges may apply to the use of some or all of these features, as specified in the Customer Order:

- (a) Transcoding.** Transcoding provides a mechanism to convert a video stream from one format to another. This is required when endpoints with different capabilities participate in a videoconference. Level 3 provides the following;

Network: IP (H.323) to ISDN (H.320)

Resolution CIF or QCIF, Enhanced QCIF, high definition

Video algorithms: H.261, H.263, H.264 (proprietary)

Frame Rates: 7.5 FPS to 30 FPS

Audio algorithm G. 711, G. 722, G.722.1, G.722.1 Annex C (Siren-14) G.723, G.728.

- (b) Speedmatching.** Speedmatching is a subset of transcoding. Network rates: 128K up to 2 mpbs.

- 4.5** The following optional features are available in connection with Level 3 videoconferencing Services, only when accessed on a Reservations Basis. Additional charges may apply to the use of these features, as set out in the Order:

- (a) AES Encryption (Advanced Encryption Standard).** Supported in all types of ISDN and IP video conferences. Communication to and from audio-only PSTN participants cannot be encrypted.
- (b) Cascade Port.** Videoconferencing feature facilitating a video link line between two bridges. This option may be requested by customers in lieu of connectivity between multiple sites on one bridge.
- (c) Continuous Presence.** Videoconferencing feature enabling videoconference call participants to view multiple sites on a video screen at the same time. Various screen view combinations are available.
- (d) Director Control.** Videoconference feature facilitating the provision by Level 3 of a dedicated Video operator to dynamically change the video and audio controls based on a designated customer request. The operator receives commands from the customer contact and dynamically switches the video to the requested view.
- (e) CD-Rom / DVD Recording.** At Customer's request, Level 3 can record videoconference calls on CD-Rom or DVD.
- (f) Event View Meeting.** provides an operator-assisted video call which may include an audio add on.
- (g) Hybrid Meeting Audio add-on.** Videoconferencing feature enabling individuals to participate in a videoconference via audio only. The following meeting options are available:
- Operator assisted;
- Operator unassisted;
- Communication line;

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Link Line: dial in (includes toll, toll-free, dial in, toll-free dial out, and toll dial-out within North America;

Link Line: dial out (North America only).

**4.6 Dedicated Scheduling Bureau.** Dedicated Scheduling Bureau service is a full outsourcing solution for managing a videoconferencing room network. The service includes scheduling of Customer's video rooms and equipment worldwide. Level 3 books the meeting, verifies meeting room availability, and sends confirmations to all site administrators.

- (a)** If selected by Customer, Level 3 shall dedicate a team of Scheduling Bureau Consultants ("**SBCs**") to accommodate Customer's needs. The SBCs will support the Customer to establish account information, guidelines and requirements, and will be knowledgeable on each Customer site listed within the database. Customer is responsible for making up-to-date information available to Level 3 about its sites. Level 3 will proactively work with the Customer POC to update the Customer site information on an annual basis. The SBCs will be the primary scheduling/reservations points of contact, responsible for organizing Customer's site information and having all specific data readily available for questions 24-hours a day. During off hours trained Operators will be available to accommodate Customer requests.
- (b)** The Customer point of contact ("**POC**") will contact Level 3 to schedule the use of video rooms for point-to-point videoconferences, multipoint videoconferences and any other function that requires occupation of the videoconference rooms. Level 3 guarantees confirmation within a timeframe appropriate to the start of the meeting, by e-mail or facsimile to a specified contact at each participating endpoint, as well as the meeting reservationist, after receiving a request from Customer. Standard Dedicated Scheduling bureau service offers a Personalized Direct Dial (toll and toll-free) number and greeting and Personalized Email Address for reservations correspondence.

**(c) Level 3 will:**

Coordinate public room usage for the Customer, including locating and scheduling the room, accepting bills from room broker, and billing Customer back without markup on invoice.

Store information regarding the Customer's videoconference sites, Customer's clients' sites, Customer internal billing information (i.e., P.O. numbers, charge codes, chairperson name, participant names) within each meeting record.

Coordinate Hybrid Meetings with Level 3's Audio Conferencing service.

Send confirmations of new meetings, meeting changes, and meeting cancellations to Customer reservationist.

- (d)** Level 3 Conferencing operators will not manage meeting schedules for Customer rooms, nor contact rooms to obtain site information or availability that are not a part of the Dedicated Scheduling Bureau service.
- (e)** The Customer POC will receive a monthly Scheduling Report from the Level 3 account manager including the following:

Number of Meetings Scheduled, Number of Meetings Canceled, Number of Meetings Executed.

Troubled Meeting Information (breakdown by cause).

Detailed Bridge, Network, and Scheduling Charges.

Miscellaneous Charges (videotaping, Codec conversions, VLink, audio add-ons, etc.).

International vs. Domestic Minutes.

- (f)** The following conditions apply to the provision of Dedicated Scheduling Bureau Service:

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Customer must turn over all scheduling control of all participating video conference rooms to Level 3.

Customer must enter into a minimum multipoint bridging service agreement with Level 3 Conferencing Services.

Conferencing Services will not schedule “bridged” meetings that do not take place on a Level 3 bridge.

**4.7 Videoconferencing Suite Service.** Videoconferencing Suite Service consists of the reservation of videoconferencing suites (“Suites”) together with the provision of videoconferencing equipment (if requested) to facilitate the placing of videoconferencing calls using Level 3’s videoconferencing services described above. Suites are provided via third-party subcontractors to Level 3 and are available for reservation on an hourly basis. Suites are either Standard or High Definition video capable on either IP or ISDN networks. Additional service features include the provision of audio conferencing systems, rental of DVD/VHS players and provision of refreshments. Suites can be reserved using Level 3’s interactive Web Reservations (IWR) tool or by e-mail and/or phone calls to the Level 3 videoconferencing operations center. For Suites in the United States, Level 3 will confirm availability and pricing for requested suite(s) by email with two (2) hours of receipt; for suites outside the US, availability and pricing will be confirmed within forty-eight (48) hours. Cancellation charges apply if Suite reservations are cancelled by Customer for any reason following confirmation of availability by Level 3. Cancellation terms vary by location; cancellation terms for the particular Suite(s) reserved by Customer will be confirmed in the confirmation email issued by Level 3.

**4.8 Customer Video Endpoint Management Service.**

**(a) Standard Monthly Management Service (MM).** This service consists of the following elements; pricing for all service elements will be set out in the Customer Order:

**(i) Customer Video Equipment Monitoring:**

Up/Down Status (five minute interval polling);

Testing of equipment upon customer request for delay, jitter and packet loss;

Customer Notification of equipment failure.

**(ii) Web Portal/Reporting:**

Web portal used for web address book;

Video Performance reports.

**(iii) Failure Notification.** Notification of failure in Customer video equipment is available only for Customer devices that are always in an on-state (i.e., not supported for mobile endpoints). Customers who turn-off or move their video equipment twice within a rolling thirty (30) day period will not receive equipment failure notification for that device (but may avail of the other features provided).

**(iv) Fault Resolution.**

**Notification.** Level 3 will call the Customer and assist in troubleshooting following the occurrence of one of the following events:

- ☐ Customer equipment cannot connect to a conference.
- ☐ Customer equipment does not transmit video and/or audio.
- ☐ Customer experiences degradation in video and/or audio signals.

**Troubleshooting.** Upon the occurrence of one of the events above, Level 3 will contact Customer to troubleshoot the issue(s). In addition, Customer may contact Level 3 for assistance in troubleshooting the following issues:

- ☐ Problems in Initiating or receiving videoconferencing calls.
- ☐ Customer equipment connecting at lower bandwidth than required.

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**Equipment Reboot.** Upon customer request or upon troubleshooting, Level 3 will remotely reboot the Customer's equipment (available for Polycom and Tandberg equipment only).

- (v) **Third party maintenance dispatch.** Level 3 can provide a third party maintenance dispatch service for Customer video equipment covered by an active (current) maintenance agreement with the following third-party manufacturers: Polycom, Tandberg, Lifesize and/or Sony. Level 3 shall diagnose Customer video equipment issues with the Customer and, upon determination that repair or replacement is required, shall contact the third-party manufacturer and arrange for that manufacturer to repair or replace the equipment in accordance with the applicable maintenance terms. As a condition of this Service element, Customer must furnish Level 3 with letter(s) of agency authorizing Level 3 to act on its behalf as and where necessary to liaise with Polycom, Tandberg and/or Sony, as applicable.
- (vi) **Codec Updates.** Software updates pushed to codecs (for Customer equipment covered by current (active third party vendor maintenance agreements).
- (b) **Advanced Video Equipment Management (Video Endpoint Management – Custom).** This service consists of the elements described in section 4.8.1, together with the following; pricing for all service elements will be set out in the Order:
  - (i) **Central Address service.** Pushes a customer's address book to endpoints that are monitored.
  - (ii) **Maintenance Contract Update.** Level 3 will update customer's equipment manufacturer maintenance agreement for endpoints with available manufacturer maintenance support.
- (c) **Customer Video Equipment Maintenance Service.** Two service options (each with a different pricing option applying) are available, as follows:
  - (i) **Remote Maintenance (Video Endpoint Management – MMM – Monthly Management and Next Business Day remote Maintenance).** Pricing for this service feature will be set out in the Order. As and when required, Level 3 will arrange to ship replacement components for failed customer video equipment to the Customer premises and will then work with the Customer remotely via telephone to assist the Customer in replacing / installing that component. For maintenance requests received by Level 3 before 3.00 p.m. local time, replacement units will be shipped for delivery by 11.00 a.m. local time on the next Business Day (provided next day delivery services are available in the applicable region).
  - (ii) **On Site Maintenance (Video Endpoint Management – MMM+OS -- Monthly Management and On-Site Maintenance).** On-site maintenance service comprises the following elements, pricing for this service feature will be set out in the Customer Order:

Dispatch service personnel next business day, if necessary (and if available in the applicable region).

Fault part/equipment replacement and system operational testing within four hours of delivery of replacement parts.

Verification, with Customer, that the equipment / system is functioning properly.

Provision of maintenance service is conditional upon Customer maintaining currency of replacement hardware warranties, either through Level 3 or through applicable hardware manufacturers. Level 3 shall have no responsibilities in relation to or arising from (i) inherited equipment faults or problems, (ii) faults caused by unauthorized modifications to equipment by anyone other than Level 3 or its agent(s), (iii) faults caused by unauthorized software or expansion slot card(s) installation, (iv) Force Majeure events, or (v) electrical or network outages or other problems at Customer's premises.

#### **4.9 Pricing.** The following are the basic rate elements for Videoconferencing Services:

- (a) For ISDN videoconferencing the pricing components are as follows, details of which will be listed on the Customer Order for the Service:



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Video bridge charges per port/per hour rate. Charges are billed in one minute increments;

ISDN network charges as agreed with customer and set out in the Customer Order for the service.

- (b)** For IP Video the pricing components are as follows, details of which will be listed in the Customer Order for the Service:

IP Video Bridge charge: based on a per site/minute rate, as agreed with Customer;

Network Charges: (i) A fixed recurring Monthly Port Rental Charge for the agreed aggregate bandwidth level for each IPVPN port ordered by Customer, and (ii) a fixed recurring Monthly Commitment Charge, at the agreed upon per megabit rate, for the committed amount of bandwidth connectivity (for Premium CoS) selected by Customer at each IP VPN port ordered by Customer;

Local Access Charges: (i) Installation charge (if any) and (ii) fixed Monthly Recurring Charge for any local access circuit(s) ordered by Customer from Level 3.

- (c)** If Customer uses the Dial Through Gateway feature (described above), the following charges apply:

IP VPN site to off-net ISDN site calls: Charge per min per channel network rates for outbound ISDN calls (varies country by country as set out in the Customer Order)

Off net ISDN site to IP VPN site calls: Charge per port per hour gateway service fee, as set out in the Customer Order.

- (d)** **Scheduling Bureau.** This provision of this Service feature incurs a monthly recurring charge per room, as set out in the Customer Order for the Service.

- (e)** **Videoconference Suite Service.** Pricing for Suites varies depending on the time of day during which the Suite is to be used; as set out below. Pricing will be set out in the Customer Order for this Service feature.

Standard Hours	8:30 am - 5:00 pm (local time) Monday through Friday
Premium Hours	6:00 am - 8:30 am (local time) Monday through Friday
	5:00 pm - 9:00 pm (local time) Monday through Friday
Super Premium Hours	9:00 pm - 6:00 am (local time) Monday through Friday

- (f)** **Customer Video Equipment Management Service.** Pricing for Customer Video Equipment Management Services will be set out in a Customer Order for those Services

- (g)** **Managed Video Bridge Service.** Pricing for Managed Video Bridge Services, if ordered by Customer, will be set out in a Customer Order for those Services

- (h)** **Ancillary Charges.** Ancillary charges for videoconferencing services, including rescheduling charges for scheduled conference calls and expedite charges for calls scheduled to take place within an hour of reservation time, are set out in the Customer Order for the Services.

**4.10 Video-Conferencing and HIPAA.** Customer understands, and hereby acknowledges, that the videoconferencing Services are not suitable for the maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended. Customer warrants and represents that it will not use the videoconferencing Services to maintain protected health information and hereby holds Level 3 and its affiliates

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harmless against, and agrees to fully indemnify Level 3 and its affiliates for, claims alleging or arising out of Customer's use of the videoconferencing Services for such purpose.

## **5. Compliance with laws; Latin America.**

**5.1 Compliance with Law.** Customer acknowledges that elements of the Services (including, but not limited to, the recording of audio and/or video conferencing calls) may be subject to laws and regulations in the jurisdictions in which those services are provided, including export control and privacy laws. ("Applicable Laws"). Level 3 and Customer undertake to comply fully with all Applicable Laws in the provision and use of the Services respectively. Level 3 reserves the right to engage a third party licensed in a relevant territory to provide the Conferencing Services where necessary to comply with Applicable Laws.

**5.2 Latin America.** With respect to Conferencing 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 Level 3 affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 affiliate will invoice the Customer (or its local affiliate) party to the LCA for the respective local Service(s).

**6. Warranties.** Conferencing Services are delivered "as is" without any warranties or service level guarantees of any kind. EXCEPT where expressly set forth herein, customer'S sole remedy for any non-performance, outages, failures to deliver or defects in service is the right to terminate the conferencing service without incurring termination liability.

**7. Definitions.** As used in these terms and conditions, the terms below have the following meanings:

**Bridge.** Equipment installed at Level 3 Conferencing Services' location(s), including software, necessary cabling and modem equipment, with capabilities to link multiple telephone callers or videoconference sites into a single conference and conduct multiple simultaneous conferences.

**Call Summary.** Reports for videoconferences listing video usage statistics which may be requested by Customer, which may include number of meetings scheduled, number of meetings canceled, number of multipoint videoconference calls executed, number of videoconference call hours by site, average videoconference length, number of trouble tickets opened, and number of trouble tickets opened by category.

**Chairperson/Subscriber.** End-user customer who acts as the moderator for a conference call.

**Client Room.** A videoconference meeting room on the Customer's premises.

**'Dial-In' Conference (Meet-Me).** Process whereby Chairperson notifies conference participants of scheduled time of conference call and participants initiate calls into the conference calls at the scheduled time via pre-defined access telephone number.

**'Dial-Out' Conference.** Process whereby the Chairperson notifies conference call participants of the scheduled time of a conference call and a Level 3 operator dials participants and connects them to the scheduled conference call.

**Hybrid Meeting.** A videoconferencing meeting incorporating both video and audio-only sites. This feature is not included in standard pricing for audio conferencing services, additional charges apply to a videoconferencing Hybrid Meeting.

**Multipoint Videoconference.** A videoconference call, reserved by an end-user customer, in which parties at more than two locations participate.

**MCU (Multipoint Conferencing Unit).** Equipment furnished by Level 3 and installed at Level 3 Conferencing Services' location(s), with capabilities to link multiple callers into a single Videoconference and to conduct multiple simultaneous Videoconferences.

**Point-to-Point Videoconference.** A Videoconference call, reserved by an end-user customer, in which two parties only at separate locations participate.

**PostView®.** A digital recording and replay of a previously recorded audio conference call.

**Videoconference Hours.** The time measured in one (1) hour increments and billed in one minute increments, from when the first conference participant is connected to a Bridge for a videoconference call until the time that the last participant is disconnected from that Bridge.

**Web Reservations.** An always available videoconferencing feature facilitating the sending of scheduled conference call to Level 3 operators, who confirm the entry of that meeting information in the conferencing system database and send details of the scheduled call to the appropriate attendees.

**CENTURYLINK IQ® DELTA PORT™ WITH IP CONNECTION BUNDLE OFFER ATTACHMENT****Exhibit A  
Additional Terms and Conditions for Ready-Access for Microsoft Lync**

- A.** In connection with Ready-Access for Microsoft Lync (the "Service Feature"), integration software (the "Software") is licensed to Level 3 by Clarity Consulting, Inc. ("Clarity").
- B.** Level 3 hereby grants Customer a non-exclusive, revocable, limited license during the Service Term to use the Software on Customer's premises solely in connection with Customer's receipt and/or use of the Service Feature; provided however, Customer shall not (i) disclose any Software source code or any portion thereof to any party other than Level 3, nor (ii) use any such source code or any portion thereof for any other purpose, without the prior written consent of Clarity or Level 3.
- C.** Customer shall comply with all applicable export and/or import laws, regulations, restrictions and requirements that may apply to the export of the Software and agrees to indemnify, defend and hold harmless Level 3, Clarity and their affiliated companies from all costs, expenses or damages (including reasonable attorney fees and internal costs) in connection with any claim, suit or proceeding brought against Clarity as a result of Customer's non-compliance with this section.
- D.** Customer shall keep Level 3 promptly informed as to any problems or errors encountered in its use of the Software.
- E.** Customer shall promptly advise Level 3 of any legal notices served on Customer which might affect or tend to affect the Software.
- F.** Customer acknowledges and agrees that it is not acquiring ownership rights in or to the Software, and full title and all ownership rights to the Software will remain with Clarity.
- G.** Customer hereby covenants, represents and warrants that it has entered into appropriate license agreements with Microsoft respecting the use of Microsoft Lync. Customer agrees that neither Level 3 nor Clarity shall have any responsibility for the current and future licensing fees/royalties relating thereto.
- H.** Customer understands and agrees that the configuration, security and back up of the Software and the data generated by the Software are the sole responsibility of Customer.
- I.** THE SERVICE FEATURE AND SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER LEVEL 3 NOR CLARITY MAKE ANY WARRANTIES OR REPRESENTATIONS THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE REQUIREMENTS OF CUSTOMER OR THE REQUIREMENTS OF CUSTOMER'S END USERS OR THAT THE OPERATIONS OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH CUSTOMER. LEVEL 3 AND CLARITY EACH RESERVE THE RIGHT, IN THEIR RESPECTIVE SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO CUSTOMER, TO CHANGE, MODIFY, DISCONTINUE OR TERMINATE CUSTOMER'S ABILITY TO USE THE SERVICE FEATURE AND/OR SOFTWARE AT ANY TIME WITHOUT CUSTOMER TERMINATION LIABILITY. NEITHER LEVEL 3 NOR CLARITY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS) HOWEVER CAUSED AND EVEN IF FORESEEABLE.
- J.** In no event will the total aggregate liability of Level 3 for claims relating to Service Feature and/or Software, regardless of the form of action or the theory of recovery, exceed the total amount paid to Level 3 in connection with the Service Feature.

**CENTURYLINK MASTER SERVICE AGREEMENT  
LEVEL 3<sup>SM</sup> COLLABORATION SERVICES  
SERVICE SCHEDULE**

**Applicability.** These are the service terms for Level 3's Collaboration Services (Audio, Web & Video), (the "Services," "Conferencing Services" or "Collaboration Services"), which apply to Conferencing Services provided by Level 3, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other master agreement (in each case a "Master Agreement") executed by the Customer and Level 3. Initial capitalized terms not defined below or otherwise in these terms and conditions have the meanings given to them in the Master Agreement. The Services may be delivered or invoiced by Global Crossing Telecommunications, Inc. (a Level 3 affiliate) or its affiliates.

**1. General.**

- 1.1** Level 3 offers three types of Conferencing Services under this Service Schedule: Audio Conferencing, Web Conferencing and Videoconferencing. Rates and Charges for the Services, the Initial Term for which they are ordered, any Minimum Usage Commitments and specific features requested by the Customer will be set out on the Customer Order (which may also be referred to herein as the "Order Form") or pricing schedule. Notwithstanding anything to the contrary in the Master Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule without the express written consent of Level 3.
- 1.2** The Services are made available to the Customer on a 24-hour, 7 days per week, 365 days a year basis by contacting Level 3 Conferencing Call Center using the toll-free customer telephone number provided to Customer, or by email.
- 1.3** Notwithstanding anything to the contrary in the Master Agreement and except as otherwise set forth expressly herein, delivery of Service shall be deemed acceptance by Level 3 of the Customer Order.
- 1.4** Customer agrees that during the term of the Services, for any ordered Conferencing Service, Level 3 will be used as its primary supplier of that type of conferencing service.
- 1.5** Customer agrees to allow Level 3 to identify Customer as a customer or client in its marketing communications materials for any ordered Conferencing Service.
- 1.6 Content Indemnification.** Customer shall indemnify, defend and hold Level 3, its directors, officers, and employees harmless from any loss, damage, expense or liability related to any third party claim arising from or relating to any content provided or delivered by or for Customer in connection with the Services. Level 3 reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.
- 1.7 Recording.** Certain Services include a feature that allows users to record the contents of communications. Many states' laws prohibit recording the content of communications unless the individual recording the communication provides notice to, and obtains the consent of, all of the participants to the communication. While certain of the Services include a feature that is intended to provide notice to participants of a conference call when recording is initiated, ***it is the users' responsibility to obtain participants' consent to recording as required by applicable laws.*** Customer shall defend, indemnify and hold Level 3 harmless from any claim, liability or loss arising in connection with Customer or Customer's users' failure to obtain consent of any participant of a conference call.

**2. Minimum Usage Guarantee and Billing.**

- 2.1** If any of the rates or charges for Conferencing Services to be provided to Customer are conditional upon a specific monthly usage/volume commitment or guarantee relating to the use by Customer of those Conferencing Services (a "Commitment"), the amount of that Commitment, as agreed with Customer, will be set out in the Customer Order. Unless otherwise agreed in writing between the parties, Customer's payment of charges related to usage of Conferencing Services only will count towards satisfaction of the Commitment. No other charges, fees or amounts shall contribute to the Commitment. In such circumstances, Customer agrees that if its payments for use or purchases of Conferencing Services should be less than the Commitment amount for the relevant period, Customer will pay Level 3 a shortfall charge (the "Shortfall Charge") calculated in the following manner:
  - (a)** in the case of a dollar (or other currency) based Commitment, an amount equal to the Commitment amount applying for the relevant period (i.e. month or year) less all usage charges (excluding taxes and surcharges) paid by the Customer for the Services during the applicable period; and

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SERVICE SCHEDULE**

- (b) in the case of a Commitment based on minutes of usage, an amount equal to the shortfall by which the Customer missed the Commitment amount, multiplied by the applicable per minute rate for the applicable Conferencing Service(s).
- 2.2** Customer agrees that the Commitment is a take or pay and that the Shortfall Charge provided for in this Section is a reasonable approximation of the benefit of Level 3's agreeing to provide Customer with the Service(s) at the agreed rates, and is not a penalty.
- 2.3** Billing. Charges for Conferencing Services provided under these terms and conditions may be invoiced by an affiliate of Level 3 and such charges will be invoiced as follows:
- (a) For US customers, all charges will be invoiced and payable (at Customer's option) in USD, GBP, EURO or CAD;
  - (b) For EU customers, all charges will be invoiced and payable (at Customer's option) in USD, GBP, or EURO;
  - (c) For Canadian customers, all charges will be invoiced and payable (at Customer's option) in USD or CAD; and
  - (d) For customers in the Latin Americas region, all charges will be billed by the Level 3 or the affiliate that is a party to the master agreement or other service agreement with Customer under which the services are provided; all charges will be invoiced and payable in USD unless otherwise agreed in writing between the parties or otherwise required by local law.
- 2.4** Customer is responsible for all charges respecting the Services, even if incurred as the result of unauthorized use.
- 3. Audio & Web Conferencing.**
- 3.1** Level 3 provides the following Audio and Web Conferencing Services:
- (a) **Ready-Access®.** Level 3's subscription-based audio conference service, offering shared-port, reservation-less, automated audio conference calls. Subscribers are assigned permanent access numbers and pass-codes to facilitate conference calls without operator involvement.
  - (b) **Auto Event Call.** An access method for reserved audio conference calls by which participants call into at least two toll or toll-free numbers and drop directly into conference in either a listen only or an interactive mode. This reservations-based service is completely automated; an operator is available for technical difficulties. This Event Call type does not support a managed Q&A session or any of the other additional/enhanced features associated with audio conferencing.
  - (c) **Event Express.** A reservations-based audio conference service. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. At least sixty percent (60%) of participants dial -in to the Bridge and join the conference call in listen only mode, without the ability to actively participate. Remaining participants dial-in on a different number, are answered by a Level 3 operator, placed into the conference call, and can actively participate in the call. A Level 3 operator monitors the conference call and can conduct a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.
  - (d) **Event Call.** A high profile audio conference call, such as an earnings release. This call is accessible via toll or toll-free access and is fully operator-monitored. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. All participants are answered by a Level 3 operator, placed into the conference call and can actively participate in the call. A Level 3 operator monitors the conference call and conducts a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.
  - (e) **Event Call Dial-Out.** A high-profile audio conference call utilizing the Level 3 operator to dial-out to all participants to connect them to the conference call. All additional/enhanced services associated with audio conferencing are supported on this call type.

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- (f) **Event Call Director.** An online tool providing enhanced conference control and management of an Event call by enabling the meeting organizer to view live who has joined the call, view and manipulate the question and answer session, and chat with the conference operator.
- (g) **Level 3 Web Meeting.** A Ready-Access feature enabling the end-user customer to manage their meetings on-line, change account options, hold a Web conference to share presentations and applications with participants, record visual applications synchronized with the audio conference, and store files online.
- (h) **Connect Scheduler for Microsoft Outlook® Calendar.** A Ready-Access feature that integrates Level 3 audio and Web conferencing with the Microsoft Outlook® calendar. The Chairperson can create invitations in Outlook® that automatically include dial numbers and instructions for joining the audio conference and direct links for participants to join a Web conference and check their browser configuration prior to the meeting. Scheduler also includes a Web Meeting button on the Chairperson's desktop that automatically logs them into the Web Meeting.
- (i) **Ready-Access Record.** An on-demand Ready-Access feature that is fully integrated with Web Meeting. The Chairperson can start and stop the recording using telephone touch tone commands or select a button on the Web Meeting screen. Recordings are automatically synchronized with visual information presented in a Web conference and are stored online in an Archive management system. The Chairperson can email or place a URL link on the Internet/Intranet for participants to playback the file online using a Flash player. The Chairperson may also add access security codes, receive playback reports and download recordings to store them on their desktop.
- (j) **Ready-Access for Microsoft Lync.** A Ready-Access feature with usage-based and monthly recurring charge components, enabling Lync and Ready-Access participants to join the same conference. Users can join the conference either via Lync or by dialing a Ready-Access dial-in number. Certain Ready-Access features are disabled or partially disabled when Ready-Access is used to join the conference and certain Lync features are disabled or partially disabled when Lync is used to join the conference. Upon Customer's request, Level 3 will provide Customer with information on Ready-Access and Lync features that are affected when Ready-Access for Microsoft Lync is used.

Attached hereto as Exhibit A and agreed upon by the parties are additional terms and conditions applicable to Level 3's provision and Customer's use of Ready-Access for Microsoft Lync.

**(k) Cisco WebEx™ Services, Delivered by Level 3.**

- (i) Full featured web conferencing services, integrated with Ready-Access. Cisco WebEx services are available on (i) a shared site / usage only basis and (ii) a dedicated microsite basis, with various service options and billing options available as set out below. Details of the specific service elements and billing options selected by Customer will be set out on a Customer Order for Cisco WebEx services:

Meeting Center Pro service; billing options include Named Host User Licenses, Full Deployment User Licenses, Large Rooms, Meeting Assist, Committed Minutes, Uncommitted Minutes, Shared Ports; Port Suite Bundles (Meeting Center including Training Center and/or Support Center).

Training Center service; billing options include Named Host User Licenses, Studio Slots, Training Assist, and Shared Ports.

Support Center (aka Remote Support) service; billing options include Named Host User Licenses, Shared Ports, Service Desk Enterprise or Standard Named Host Licenses and Set Up Fees, Remote Access per computer, Asset Management per computer, Software Distribution per computer, Patch Management per computer, Virus Protection per computer, Bundles of various configurations (including any or all of the following - Remote

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Access, Asset Management, Software Distribution, Patch Management, Virus Protection) per computer  
Backup Management per bundle of GB storage.

Event Center service; Large Rooms, Event Assist, Shared Ports, Committed Minutes, Uncommitted Minutes.  
Enterprise Edition service (includes any or all of the following – Meeting Center Pro, Training Center, Support Center, Event Center); billing options include Enterprise Named Host User Licenses, Enterprise Full Deployment User Licenses, SMB Full Deployment User Licenses, Enterprise Committed Minutes, Enterprise Uncommitted Minutes.

Additional fees that may apply to any of the service type/billing models above include Network Based Recording (NBR) - Committed Storage fees per GB, Network Based Recording (NBR) - Usage Storage fees per GB Incurred, PCNow Enterprise - per block of computers, PCNow Storage Committed fees per GB, Branding fees, Overage fees.

- (ii) A minimum Service Term applies to the provision of certain Cisco WebEx services, both when initially ordered and when and if subsequently renewed, as set out in the table below. Notwithstanding anything to the contrary in the Master Agreement or otherwise in these terms, Customer agrees that on termination of these Services before the end of the Minimum Term or Minimum Renewal Term, as applicable, either (i) by Customer other than pursuant to Customer's right to do so under the Master Agreement or these terms because of Level 3's breach, or (ii) by Level 3 because of Customer's breach, Customer shall pay one hundred percent (100%) of the monthly recurring charges remaining through the end of the applicable Minimum Term or Minimum Renewal Term. Customer agrees that the termination fees provided for in this sub-section are based on an agreed revenue expectation and are not a penalty.

<b>Service type</b>	<b>Minimum Term (Initial order)</b>	<b>Minimum Renewal Term</b>
Named Host >= 50 Hosts	Twelve Months	Six Months
MC Active Host	Twelve Months	Twelve Months
Connect & EC Large Room	Twelve Months	Six Months
All Full Deployment Offers	Twelve Months	Twelve Months
EE Named Host & MC 200 named Host	Twelve Months	Twelve Months
EC Campaign	Six Months	No Minimum Renewal Term
All Other Service types	Three Months	Six Months

- (iii) Notwithstanding anything to the contrary in the Master Agreement, and subject only to the parties agreeing otherwise in a Customer Order for Cisco WebEx services, at the end of the initial Service Term for which Customer orders the above Cisco WebEx services (or, in the case of the Services to which a Minimum Term applies, at the end of that Minimum Term), the term for those services will automatically renew for the Minimum Renewal Term indicated in the table above, unless either party provides written notice to the other party, at least forty five (45) days prior to the end of the then current term, that it does not wish to renew its order for those Services.
- (iv) Notwithstanding anything to the contrary in the Master Agreement, the use of WebEx services is subject to territorial restrictions as follows:

Customer shall not reverse engineer or decompile any WebEx application programming interfaces that enable Level 3 to integrate access to Cisco WebEx service features into Level 3's Services and/or receive or generate Customer billing data;

Cisco WebEx services shall only be used for internal business purposes. Cisco WebEx services shall not be resold, distributed, used for any commercial purposes, used on a timeshare or service bureau basis, or used to operate a web-site or otherwise generate income except in the ordinary course of Customer's business;

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Customer's use of a user identification or screen name issued by American Online ("AOL") or its affiliates (in connection with Cisco WebEx 'Connect' service, if purchased by Customer, shall be governed by the AOL Network Registered User Terms of Service: <http://legal.aol.com/terms-of-service/full-terms/>; and

Notwithstanding anything to the contrary in the Master Agreement, Level 3's obligations (under the Master Agreement) to indemnify Customer in respect of claims that its Services infringe the proprietary rights of a third party shall apply, in respect of Cisco WebEx services, only to claims that the Cisco WebEx services infringe a copyright or patent existing in the United States, an EU Member State, Norway, Switzerland, Canada, Japan, New Zealand, Australia, Hong Kong, or Singapore, or a Latin American Country in which Level 3 provides such services to Customer.

**3.2** Level 3 shall take all reasonable measures to ensure port availability; however, Level 3 does not guarantee port availability in the shared port Ready-Access service. Availability is on a first-come, first-serve basis. Consistent monitoring of port utilization enables Level 3 to proactively increase capacity to meet Customer demand.

**3.3 Features.** The table below sets out the features generally available as part of Level 3's standard packages for Audio & Web Conferencing Services, listed by service, for attended and unattended conference calls. (An "X" denotes inclusion of the specified feature for that call type.) The feature list below is non exhaustive and certain features are subject to availability. Feature availability is subject to change. Additional charges, as set out in the Customer Order apply to these features where indicated below.

		<b>Ready-Access</b>	<b>Automated Event</b>	<b>Express Event</b>	<b>Event Call</b>
<b>CONFERENCE CALL COMPONENTS</b>	Call Size	8, 16, 24, 35, 50, 60, 75, 96, or 150 lines	3 – 2500+	3 – 2500	3 – 2500+
	Operator Availability	Technical assistance	Technical assistance	100% Operator Monitored	100% Operator Monitored
	Reservation Confirmation		X	X	X
	Access with a Passcode	X		Partial	X
	Customized Introduction	Greeting*	Semi-Custom	Semi-Custom	Semi-Custom
	Dial in on a Toll Number	X	X	X	X
	Dial in on a Toll-free Number	X	X	X	X
	Enhanced Services Availability	X		X	X
	Listen-only Mode	Chair/Part. Controlled	X	X	X
	Music While on Hold	X	X	X	X
	Operator Access	X	X	X	X
	Operator Dial Out	Chairperson	Partial	X	X
	Operator Greets All Callers			Partial	X
	Q&A Session Coordination			Selected Participants	X
	Roll Call	Automated		Partial	X
	Security Screening	Automated		Partial	X
	Standard Introduction			X	X
	Standing Reservation	X	X	X	X
	Ready-Access for Microsoft Lync	X			
	Web Meeting	X			
<b>Level 3 Web Meeting**</b>		X	X	X	X



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		<b>Ready-Access</b>	<b>Automated Event</b>	<b>Express Event</b>	<b>Event Call</b>
	Ready-Access Scheduler for Microsoft Outlook® Calendar	X			
	Cisco WebEx services**	X	X	X	X
	Participant Notification	(Scheduler)		X	X
	Communication Line			X	X
	Participant List (faxed or e-mailed)			Partial List	X
	Recording/Taping	(Record on demand)		X	X
	Conference Playback	X		X	X
	Taped Conference Rebroadcast			X	X
	Transcription			X	X

Notes: \* Available subject to additional conditions.

\*\*Level 3 Web Meeting and Cisco WebEx services are only integrated with Ready-Access but may be used as a stand-alone service with Event or Event Express services and needs to be added at the time of reservation.

**3.4 Pricing.** Charges for Audio & Web Conferencing Services are per minute, per line, and include toll, toll-free, dial-out, and bridging charges. International dial-out charges are additional for all call types. Call time is measured in minute increments from when a conference participant is connected to a Bridge for a conference until the time that conference participant is disconnected from that Bridge.

Ready-Access: Toll, Toll-free, Dial-Out.

Ready-Access for Microsoft Lync: a monthly recurring charge applies per number of concurrent conferences available (i.e., separate conferences held at the same time), incurred Ready-Access usage is billed as standard, and standard Ready-Access usage charges apply to one additional conference line per conference used to bridge Lync to Ready-Access.

Auto Event Call: Toll and Toll-Free.

Event Express Call: Toll, Toll-Free, and Dial-Out.

Event Call: Toll, Toll-Free, and Dial-Out.

Level 3 Web Meeting: billing options include, per participant per minute usage based charges, or periodic named user license models (e.g., monthly billing associated with a particular subscriber).

Cisco WebEx services: per participant per minute usage, named host and port based license models.

Ready-Access Scheduler: No charge.

Ready-Access Record: Setup fee, file hosting fee and additional playback charges apply.

Charges for all Audio & Web Conferencing services, including any ancillary charges for additional services or features ordered by Customer, will be set forth on the Customer Order for the Service (collectively "Charges"). Notwithstanding any language in the Master Agreement to the contrary, billing for all elements Audio & Web Conferencing Services is in arrears.

**3.5** Customer understands that the Charges applying to the Service are reflective of the charges levied on Level 3 by third-party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by

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those and other third-party providers, and that those Third Party Charges may be subject to change during the term for which the Service is to be provided by Level 3 to Customer. Accordingly, Level 3 reserves the right, upon 30 days' written notice, to increase the Charges applying for calls made to specific call destination regions and/or to change Charges based on changes to Third Party Charges, which revised Charges shall take effect at the expiry of the 30-day notice period.

- 3.6 Web Conferencing and HIPAA.** Customer understands, and hereby acknowledges, that the web conferencing Services are not suitable for the maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended. Customer warrants and represents that it will not use the web conferencing Services to maintain protected health information and hereby holds Level 3 and its affiliates harmless against, and agrees to fully indemnify Level 3 and its affiliates for, claims alleging or arising out of Customer's use of the web conferencing Services for such purpose.

**4. Videoconferencing.**

- 4.1** Level 3's videoconferencing service provides a fully managed videoconferencing solution allowing for visual collaboration between two or more sites. Videoconferencing service is made available to Customer either on a Reservations Basis or via Level 3's Dial Through Gateway feature as follows:

- (a) Reservations Basis.** Customer contacts Conferencing Services to schedule a videoconferencing call either by using a web based reservation system, by assigned telephone number, by email, or by fax. Level 3 shall provide confirmation by e-mail or facsimile to a designated reservation site or sites, within an appropriate timeframe, based on a request for a Videoconference conference from Customer. Videoconferencing calls may be either Multipoint ( $\geq$  3 sites) or Point-to-Point (two sites). In either case, Level 3 video operators dial out to each scheduled Customer site and/or Customer dials into the videoconference call from each location. Level 3 video operators will perform a "Meet-and-Greet" with all of the connected Customer sites prior to the call start time (actual set up time is captured in the customer reservation) and then the Video Operator begins the call and continuously monitors the call connectivity for issues. A summary of the services provided by Video Operators is as follows:

Before the call - reservations via phone, fax, e-mail, or a proprietary Interactive Web Reservations (IWR) portal;

During the call – dial out to sites, "Meet-and-Greet" sites, bridge IP & ISDN sites, monitor connectivity, trouble resolution of dynamic issues, and bridging ISDN to IP calls or vice versa (hybrid calls);

After the call – Online video reports, flexible billing options, and trouble ticket reporting.

- (i) Hosted Video Bridge Services.** Level 3 will provide video bridge services for multi-point videoconferences using Level 3 owned and hosted bridges. All service features described in Sections 4.4 and 4.5 below are available on Level 3 owned and hosted video bridging equipment. Level 3 hosted bridge services are available to provide failover capability for Customer meetings as well as other features not supported on Customer owned video conferencing bridging equipment managed by Level 3 as described in the following Section.
- (ii) Managed Video Bridge Services.** Level 3 will provide video bridge services for multi-point videoconferences using Customer owned video conferencing bridging equipment. In order to avail of this Service feature, each sites at which Customer owned video conferencing bridging equipment is to be managed by Level 3 must be provisioned with a Converged IP Service IPVPN port to facilitate remote connection to the equipment to be managed by Level 3. Customer is responsible for configuring and ensuring that such remote access remains available Level 3 will manage scheduled meetings accounting for the number of ports provided on the Customer provided bridges. AES encryption, Continuous Presence, and cascade ports (as described in Sections 4.4 and 4.5 below) will be supported on Customer provided bridges.
- (b) Dial Through Gateway.** This feature enables IP/VPN or ISDN sites to directly dial to other IP/ VPN or ISDN sites via self launching calls on the hosting zone bridges. These calls are reservation-less, allowing users to directly set up and launch videoconferencing calls, utilizing Level 3's MCU/gateway between two sites. These calls are automatically established and disconnected by the user without having to use Conferencing Services to schedule, establish or terminate a video conference call. The dial through Gateway feature is only available at Customer sites at which Customer has ordered an IP VPN port with premium class of service (CoS).

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**4.2** The following three transport methods are available for Level 3 videoconferencing services:

**ISDN.** Videoconferencing calls originate and terminate 'end to end' on third party provided ISDN circuits.

**IP Video.** Videoconferencing calls are delivered over Level 3's IP VPN Network using Customer's Internet standards based end point equipment. As a condition of this service, Customer must order an IP VPN port with premium class of service (CoS) at each site at which it wishes to use IP Video service. This service provides inherently secure access over Level 3's private MPLS network with packet prioritization to ensure video and voice quality. Customers may choose to deploy this service as either an overlay network or as a converged IP (data/voice/video) solution.

**Public Internet.** Videoconferencing calls are delivered via the public Internet into Level 3's video hosting zone for connectivity to Level 3's video bridges.

**4.3** Level 3 shall prepare and deliver to Customer a report on any technical difficulty encountered during a videoconferencing call, for use by Customer or Customer's equipment vendor(s).

**4.4** The following optional features are available in connection with Level 3 videoconferencing Services, whether accessed on a Reservations Basis or via Level 3's Dial Through Gateway feature. Additional charges may apply to the use of some or all of these features, as specified in the Customer Order:

**(a) Transcoding.** Transcoding provides a mechanism to convert a video stream from one format to another. This is required when endpoints with different capabilities participate in a videoconference. Level 3 provides the following:

Network: IP (H.323) to ISDN (H.320)

Resolution CIF or QCIF, Enhanced QCIF, high definition

Video algorithms: H.261, H.263, H.264 (proprietary)

Frame Rates: 7.5 FPS to 30 FPS

Audio algorithm G. 711, G. 722, G.722.1, G.722.1 Annex C (Siren-14) G.723, G.728.

**(b) Speedmatching.** Speedmatching is a subset of transcoding. Network rates: 128K up to 2 mpbs.

**4.5** The following optional features are available in connection with Level 3 videoconferencing Services, only when accessed on a Reservations Basis. Additional charges may apply to the use of these features, as set out in the Order:

**(a) AES Encryption (Advanced Encryption Standard).** Supported in all types of ISDN and IP video conferences. Communication to and from audio-only PSTN participants cannot be encrypted.

**(b) Cascade Port.** Videoconferencing feature facilitating a video link line between two bridges. This option may be requested by customers in lieu of connectivity between multiple sites on one bridge.

**(c) Continuous Presence.** Videoconferencing feature enabling videoconference call participants to view multiple sites on a video screen at the same time. Various screen view combinations are available.

**(d) Director Control.** Videoconference feature facilitating the provision by Level 3 of a dedicated Video operator to dynamically change the video and audio controls based on a designated customer request. The operator receives commands from the customer contact and dynamically switches the video to the requested view.

**(e) CD-Rom / DVD Recording.** At Customer's request, Level 3 can record videoconference calls on CD-Rom or DVD.

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- (f) **Event View Meeting.** provides an operator-assisted video call which may include an audio add on.
- (g) **Hybrid Meeting Audio add-on.** Videoconferencing feature enabling individuals to participate in a videoconference via audio only. The following meeting options are available:

Operator assisted;

Operator unassisted;

Communication line;

Link Line: dial in (includes toll, toll-free, dial in, toll-free dial out, and toll dial-out within North America;

Link Line: dial out (North America only).

- 4.6 Dedicated Scheduling Bureau.** Dedicated Scheduling Bureau service is a full outsourcing solution for managing a videoconferencing room network. The service includes scheduling of Customer's video rooms and equipment worldwide. Level 3 books the meeting, verifies meeting room availability, and sends confirmations to all site administrators.

- (a) If selected by Customer, Level 3 shall dedicate a team of Scheduling Bureau Consultants ("SBCs") to accommodate Customer's needs. The SBCs will support the Customer to establish account information, guidelines and requirements, and will be knowledgeable on each Customer site listed within the database. Customer is responsible for making up-to-date information available to Level 3 about its sites. Level 3 will proactively work with the Customer POC to update the Customer site information on an annual basis. The SBCs will be the primary scheduling/reservations points of contact, responsible for organizing Customer's site information and having all specific data readily available for questions 24-hours a day. During off hours trained Operators will be available to accommodate Customer requests.
- (b) The Customer point of contact ("POC") will contact Level 3 to schedule the use of video rooms for point-to-point videoconferences, multipoint videoconferences and any other function that requires occupation of the videoconference rooms. Level 3 guarantees confirmation within a timeframe appropriate to the start of the meeting, by e-mail or facsimile to a specified contact at each participating endpoint, as well as the meeting reservationist, after receiving a request from Customer. Standard Dedicated Scheduling bureau service offers a Personalized Direct Dial (toll and toll-free) number and greeting and Personalized Email Address for reservations correspondence.

- (c) **Level 3 will:**

Coordinate public room usage for the Customer, including locating and scheduling the room, accepting bills from room broker, and billing Customer back without markup on invoice.

Store information regarding the Customer's videoconference sites, Customer's clients' sites, Customer internal billing information (i.e., P.O. numbers, charge codes, chairperson name, participant names) within each meeting record.

Coordinate Hybrid Meetings with Level 3's Audio Conferencing service.

Send confirmations of new meetings, meeting changes, and meeting cancellations to Customer reservationist.

- (d) Level 3 Conferencing operators will not manage meeting schedules for Customer rooms, nor contact rooms to obtain site information or availability that are not a part of the Dedicated Scheduling Bureau service.

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- (e) The Customer POC will receive a monthly Scheduling Report from the Level 3 account manager including the following:

Number of Meetings Scheduled, Number of Meetings Canceled, Number of Meetings Executed.

Troubled Meeting Information (breakdown by cause).

Detailed Bridge, Network, and Scheduling Charges.

Miscellaneous Charges (videotaping, Codec conversions, VLink, audio add-ons, etc.).

International vs. Domestic Minutes.

- (f) The following conditions apply to the provision of Dedicated Scheduling Bureau Service:

Customer must turn over all scheduling control of all participating video conference rooms to Level 3.

Customer must enter into a minimum multipoint bridging service agreement with Level 3 Conferencing Services.

Conferencing Services will not schedule "bridged" meetings that do not take place on a Level 3 bridge.

- 4.7 Videoconferencing Suite Service.** Videoconferencing Suite Service consists of the reservation of videoconferencing suites ("Suites") together with the provision of videoconferencing equipment (if requested) to facilitate the placing of videoconferencing calls using Level 3's videoconferencing services described above. Suites are provided via third-party subcontractors to Level 3 and are available for reservation on an hourly basis. Suites are either Standard or High Definition video capable on either IP or ISDN networks. Additional service features include the provision of audio conferencing systems, rental of DVD/VHS players and provision of refreshments. Suites can be reserved using Level 3's interactive Web Reservations (IWR) tool or by e-mail and/or phone calls to the Level 3 videoconferencing operations center. For Suites in the United States, Level 3 will confirm availability and pricing for requested suite(s) by email with two (2) hours of receipt; for suites outside the US, availability and pricing will be confirmed within forty-eight (48) hours. Cancellation charges apply if Suite reservations are cancelled by Customer for any reason following confirmation of availability by Level 3. Cancellation terms vary by location; cancellation terms for the particular Suite(s) reserved by Customer will be confirmed in the confirmation email issued by Level 3.

**4.8 Customer Video Endpoint Management Service.**

- (a) **Standard Monthly Management Service (MM).** This service consists of the following elements; pricing for all service elements will be set out in the Customer Order:

**(i) Customer Video Equipment Monitoring:**

Up/Down Status (five minute interval polling);

Testing of equipment upon customer request for delay, jitter and packet loss;

Customer Notification of equipment failure.

**(ii) Web Portal/Reporting:**

Web portal used for web address book;

Video Performance reports.

- (iii) Failure Notification.** Notification of failure in Customer video equipment is available only for Customer devices that are always in an on-state (i.e., not supported for mobile endpoints). Customers who turn-off or move their

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video equipment twice within a rolling thirty (30) day period will not receive equipment failure notification for that device (but may avail of the other features provided).

**(iv) Fault Resolution.**

**Notification.** Level 3 will call the Customer and assist in troubleshooting following the occurrence of one of the following events:

- ☐ Customer equipment cannot connect to a conference.
- ☐ Customer equipment does not transmit video and/or audio.
- ☐ Customer experiences degradation in video and/or audio signals.

**Troubleshooting.** Upon the occurrence of one of the events above, Level 3 will contact Customer to troubleshoot the issue(s). In addition, Customer may contact Level 3 for assistance in troubleshooting the following issues:

- ☐ Problems in Initiating or receiving videoconferencing calls.
- ☐ Customer equipment connecting at lower bandwidth than required.

**Equipment Reboot.** Upon customer request or upon troubleshooting, Level 3 will remotely reboot the Customer's equipment (available for Polycom and Tandberg equipment only).

**(v) Third party maintenance dispatch.** Level 3 can provide a third party maintenance dispatch service for Customer video equipment covered by an active (current) maintenance agreement with the following third-party manufacturers: Polycom, Tandberg, Lifesize and/or Sony. Level 3 shall diagnose Customer video equipment issues with the Customer and, upon determination that repair or replacement is required, shall contact the third-party manufacturer and arrange for that manufacturer to repair or replace the equipment in accordance with the applicable maintenance terms. As a condition of this Service element, Customer must furnish Level 3 with letter(s) of agency authorizing Level 3 to act on its behalf as and where necessary to liaise with Polycom, Tandberg and/or Sony, as applicable.

**(vi) Codec Updates.** Software updates pushed to codecs (for Customer equipment covered by current (active third party vendor maintenance agreements).

**(b) Advanced Video Equipment Management (Video Endpoint Management – Custom).** This service consists of the elements described in section 4.8.1, together with the following; pricing for all service elements will be set out in the Order:

**(i) Central Address service.** Pushes a customer's address book to endpoints that are monitored.

**(ii) Maintenance Contract Update.** Level 3 will update customer's equipment manufacturer maintenance agreement for endpoints with available manufacturer maintenance support.

**(c) Customer Video Equipment Maintenance Service.** Two service options (each with a different pricing option applying) are available, as follows:

**(i) Remote Maintenance (Video Endpoint Management – MMM – Monthly Management and Next Business Day remote Maintenance).** Pricing for this service feature will be set out in the Order. As and when required, Level 3 will arrange to ship replacement components for failed customer video equipment to the Customer premises and will then work with the Customer remotely via telephone to assist the Customer in replacing / installing that component. For maintenance requests received by Level 3 before 3.00 p.m. local time, replacement units will be shipped for delivery by 11.00 a.m. local time on the next Business Day (provided next day delivery services are available in the applicable region).

**(ii) On Site Maintenance (Video Endpoint Management – MMM+OS -- Monthly Management and On-Site Maintenance).** On-site maintenance service comprises the following elements, pricing for this service feature will be set out in the Customer Order:

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Dispatch service personnel next business day, if necessary (and if available in the applicable region).

Fault part/equipment replacement and system operational testing within four hours of delivery of replacement parts.

Verification, with Customer, that the equipment / system is functioning properly.

Provision of maintenance service is conditional upon Customer maintaining currency of replacement hardware warranties, either through Level 3 or through applicable hardware manufacturers. Level 3 shall have no responsibilities in relation to or arising from (i) inherited equipment faults or problems, (ii) faults caused by unauthorized modifications to equipment by anyone other than Level 3 or its agent(s), (iii) faults caused by unauthorized software or expansion slot card(s) installation, (iv) Force Majeure events, or (v) electrical or network outages or other problems at Customer's premises.

**4.9 Pricing.** The following are the basic rate elements for Videoconferencing Services:

- (a)** For ISDN videoconferencing the pricing components are as follows, details of which will be listed on the Customer Order for the Service:

Video bridge charges per port/per hour rate. Charges are billed in one minute increments;

ISDN network charges as agreed with customer and set out in the Customer Order for the service.

- (b)** For IP Video the pricing components are as follows, details of which will be listed in the Customer Order for the Service:

IP Video Bridge charge: based on a per site/minute rate, as agreed with Customer;

Network Charges: (i) A fixed recurring Monthly Port Rental Charge for the agreed aggregate bandwidth level for each IPVPN port ordered by Customer, and (ii) a fixed recurring Monthly Commitment Charge, at the agreed upon per megabit rate, for the committed amount of bandwidth connectivity (for Premium CoS) selected by Customer at each IP VPN port ordered by Customer;

Local Access Charges: (i) Installation charge (if any) and (ii) fixed Monthly Recurring Charge for any local access circuit(s) ordered by Customer from Level 3.

- (c)** If Customer uses the Dial Through Gateway feature (described above), the following charges apply:

IP VPN site to off-net ISDN site calls: Charge per min per channel network rates for outbound ISDN calls (varies country by country as set out in the Customer Order)

Off net ISDN site to IP VPN site calls: Charge per port per hour gateway service fee, as set out in the Customer Order.

- (d) Scheduling Bureau.** This provision of this Service feature incurs a monthly recurring charge per room, as set out in the Customer Order for the Service.

- (e) Videoconference Suite Service.** Pricing for Suites varies depending on the time of day during which the Suite is to be used; as set out below. Pricing will be set out in the Customer Order for this Service feature.

Standard Hours	8:30 am - 5:00 pm (local time) Monday through Friday
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Premium Hours	6:00 am - 8:30 am (local time) Monday through Friday
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5:00 pm - 9:00 pm (local time) Monday through Friday

Super Premium Hours

9:00 pm - 6:00 am (local time) Monday through Friday

- (f) **Customer Video Equipment Management Service.** Pricing for Customer Video Equipment Management Services will be set out in a Customer Order for those Services
- (g) **Managed Video Bridge Service.** Pricing for Managed Video Bridge Services, if ordered by Customer, will be set out in a Customer Order for those Services
- (h) **Ancillary Charges.** Ancillary charges for videoconferencing services, including rescheduling charges for scheduled conference calls and expedite charges for calls scheduled to take place within an hour of reservation time, are set out in the Customer Order for the Services.

**4.10 Video-Conferencing and HIPAA.** Customer understands, and hereby acknowledges, that the videoconferencing Services are not suitable for the maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended. Customer warrants and represents that it will not use the videoconferencing Services to maintain protected health information and hereby holds Level 3 and its affiliates harmless against, and agrees to fully indemnify Level 3 and its affiliates for, claims alleging or arising out of Customer's use of the videoconferencing Services for such purpose.

**5. Compliance with laws; Latin America.**

**5.1 Compliance with Law.** Customer acknowledges that elements of the Services (including, but not limited to, the recording of audio and/or video conferencing calls) may be subject to laws and regulations in the jurisdictions in which those services are provided, including export control and privacy laws. ("Applicable Laws"). Level 3 and Customer undertake to comply fully with all Applicable Laws in the provision and use of the Services respectively. Level 3 reserves the right to engage a third party licensed in a relevant territory to provide the Conferencing Services where necessary to comply with Applicable Laws.

**5.2 Latin America.** With respect to Conferencing 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 Level 3 affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 affiliate will invoice the Customer (or its local affiliate) party to the LCA for the respective local Service(s).

**6. Warranties.** Conferencing Services are delivered "as is" without any warranties or service level guarantees of any kind. EXCEPT where expressly set forth herein, customer'S sole remedY for any non-performance, outages, failures to deliver or defects in service is the right to terminate the conferencing service without incurring termination liability.

**7. Definitions.** As used in these terms and conditions, the terms below have the following meanings:

**Bridge.** Equipment installed at Level 3 Conferencing Services' location(s), including software, necessary cabling and modem equipment, with capabilities to link multiple telephone callers or videoconference sites into a single conference and conduct multiple simultaneous conferences.

**Call Summary.** Reports for videoconferences listing video usage statistics which may be requested by Customer, which may include number of meetings scheduled, number of meetings canceled, number of multipoint videoconference calls executed, number of videoconference call hours by site, average videoconference length, number of trouble tickets opened, and number of trouble tickets opened by category.

**Chairperson/Subscriber.** End-user customer who acts as the moderator for a conference call.

**Client Room.** A videoconference meeting room on the Customer's premises.

**'Dial-In' Conference (Meet-Me).** Process whereby Chairperson notifies conference participants of scheduled time of conference call and participants initiate calls into the conference calls at the scheduled time via pre-defined access telephone number.

**'Dial-Out' Conference.** Process whereby the Chairperson notifies conference call participants of the scheduled time of a conference call and a Level 3 operator dials participants and connects them to the scheduled conference call.

**Hybrid Meeting.** A videoconferencing meeting incorporating both video and audio-only sites. This feature is not included in standard pricing for audio conferencing services, additional charges apply to a videoconferencing Hybrid Meeting.



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**Multipoint Videoconference.** A videoconference call, reserved by an end-user customer, in which parties at more than two locations participate.

**MCU (Multipoint Conferencing Unit).** Equipment furnished by Level 3 and installed at Level 3 Conferencing Services' location(s), with capabilities to link multiple callers into a single Videoconference and to conduct multiple simultaneous Videoconferences.

**Point-to-Point Videoconference.** A Videoconference call, reserved by an end-user customer, in which two parties only at separate locations participate.

**PostView®.** A digital recording and replay of a previously recorded audio conference call.

**Videoconference Hours.** The time measured in one (1) hour increments and billed in one minute increments, from when the first conference participant is connected to a Bridge for a videoconference call until the time that the last participant is disconnected from that Bridge.

**Web Reservations.** An always available videoconferencing feature facilitating the sending of scheduled conference call to Level 3 operators, who confirm the entry of that meeting information in the conferencing system database and send details of the scheduled call to the appropriate attendees.

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**Exhibit A**

**Additional Terms and Conditions for Ready-Access for Microsoft Lync**

- A.** In connection with Ready-Access for Microsoft Lync (the "Service Feature"), integration software (the "Software") is licensed to Level 3 by Clarity Consulting, Inc. ("Clarity").
- B.** Level 3 hereby grants Customer a non-exclusive, revocable, limited license during the Service Term to use the Software on Customer's premises solely in connection with Customer's receipt and/or use of the Service Feature; provided however, Customer shall not (i) disclose any Software source code or any portion thereof to any party other than Level 3, nor (ii) use any such source code or any portion thereof for any other purpose, without the prior written consent of Clarity or Level 3.
- C.** Customer shall comply with all applicable export and/or import laws, regulations, restrictions and requirements that may apply to the export of the Software and agrees to indemnify, defend and hold harmless Level 3, Clarity and their affiliated companies from all costs, expenses or damages (including reasonable attorney fees and internal costs) in connection with any claim, suit or proceeding brought against Clarity as a result of Customer's non-compliance with this section.
- D.** Customer shall keep Level 3 promptly informed as to any problems or errors encountered in its use of the Software.
- E.** Customer shall promptly advise Level 3 of any legal notices served on Customer which might affect or tend to affect the Software.
- F.** Customer acknowledges and agrees that it is not acquiring ownership rights in or to the Software, and full title and all ownership rights to the Software will remain with Clarity.
- G.** Customer hereby covenants, represents and warrants that it has entered into appropriate license agreements with Microsoft respecting the use of Microsoft Lync. Customer agrees that neither Level 3 nor Clarity shall have any responsibility for the current and future licensing fees/royalties relating thereto.
- H.** Customer understands and agrees that the configuration, security and back up of the Software and the data generated by the Software are the sole responsibility of Customer.
- I.** THE SERVICE FEATURE AND SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER LEVEL 3 NOR CLARITY MAKE ANY WARRANTIES OR REPRESENTATIONS THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE REQUIREMENTS OF CUSTOMER OR THE REQUIREMENTS OF CUSTOMER'S END USERS OR THAT THE OPERATIONS OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH CUSTOMER. LEVEL 3 AND CLARITY EACH RESERVE THE RIGHT, IN THEIR RESPECTIVE SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO CUSTOMER, TO CHANGE, MODIFY, DISCONTINUE OR TERMINATE CUSTOMER'S ABILITY TO USE THE SERVICE FEATURE AND/OR SOFTWARE AT ANY TIME WITHOUT CUSTOMER TERMINATION LIABILITY. NEITHER LEVEL 3 NOR CLARITY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS) HOWEVER CAUSED AND EVEN IF FORESEEABLE.
- J.** In no event will the total aggregate liability of Level 3 for claims relating to Service Feature and/or Software, regardless of the form of action or the theory of recovery, exceed the total amount paid to Level 3 in connection with the Service Feature.

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1. **Service Description.** Level 3® Secure Access Service has 4 products; Secure Access Site, Secure Access Mobility, Secure Access Cellular and Secure Access Broadband, as further described below. Customer must purchase at least one (1) Level 3 IPVPN MPLS port to utilize Secure Access Site, Mobility or Cellular Service.

**Secure Access – Site:** Secure Access Site enables Customer to set up a network connection and establish a secure tunnel across the Public Internet between the Customer's remote location and the Customer's Level 3 provided IPVPN network, via configuration and deployment of managed routers.

**Secure Access – Mobility.** Secure Access Service Mobility may be delivered by Secure Sockets Layer Virtual Private Network ("SSL VPN") or by Internet Protocol Security ("IPSEC"). Delivery by SSL VPN requires an Internet connection and a standard SSL enabled web browser.

If delivered by SSL VPN, Secure Access Mobility Service securely provides the resources of an internal network to remote users and allows Customer's end users to remotely connect to Customer's IPVPN network. Once connected to the Internet, Customer's end user can launch a browser and navigate to a URL specific to Customer. At the external port, the URL directs the traffic to Customer's appropriate Instant Virtual System (IVS). After authentication, the end user is presented with a web page containing links to services offered through the VPN.

If delivered by IPSEC, Customer's end user is required to install specialized software (the "Client Software") on the end user's work station and the Secure Access Service provides an encrypted layer 3 VPN into Customer's specific IPVPN (MPLS Virtual Routing and Forwarding ("VRF")).

**Secure Access-Cellular.** Level 3's Secure Access Cellular ("SAC") leverages third party cellular network connectivity and is established utilizing Customer Provided Equipment (CPE) (internal modem or an external enterprise-class cellular-to-Ethernet bridge) to provide IPSEC connectivity to the Level 3 network in a back-up only or failover situation for Level 3 provided MPLS. Level 3 provides the SAC Service on a best efforts basis; Level 3 does not make any commitment of levels of service, coverage, or class of service over the third party cellular service, and notwithstanding anything to the contrary in any Agreement with Customer, Level 3 provides no indemnities or warranties on such SAC Service. Management of the CPE associated with the SAC Service by Level 3 is subject to the separate terms of Level 3's Service Schedule for Managed Network Services.

**Secure Access Broadband.** Secure Access Broadband ("SAB") provides (1) a secure tunnel between the remote location and Customer's IPVPN network over the public Internet and (2) a Level 3 purchased third party provided unsecure local internet broadband service, if available and selected by Customer as identified in the Order or a Customer procured unsecure local internet broadband service. Any Managed Router provided as part of the Service is subject to the separate Managed Network Service Schedule.

2. **Charges.** The charges for Secure Access Services shall be set forth in an Order. Charges for the Services consist of the following: (i) a non-recurring installation charge (NRC), (ii) monthly recurring charge(s) (MRC) for each Service element at each applicable location; (iii) usage charges (if applicable) and (iv) additional charges as may be referenced in the Order (including, but not limited to, extended Ethernet demarcation points, change management or expedite charges). Customer agrees to pay and/or reimburse Level 3 for its additional time for fees, costs and expenses resulting from Customer's request for changes in the applicable Secure Access Services, unless such change is due to an act or omission of Level 3.

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The Secure Access Site, Mobility and Cellular (unless combined with SAB as set forth below) Services are provided only on a best efforts basis, without specific service levels. Separate service levels apply to the provision of Level 3 MPLS IPVPN as set forth in the Service Schedule for such MPLS Service.

**Secure Access Broadband (with Level 3 Procured Third Party Broadband) Service Availability.** The availability service level of Secure Access Broadband Service where Level 3 procures the third-party Internet access is (i) 99.999% if SAB is combined with Level 3 provided MPLS IPVPN Service or (ii) 99.99% when SAB is combined with Secure Access Cellular Service. Stand-alone SAB is provided on a best efforts basis and no service credits apply. 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 to the Level 3 VPN network over both (i) the SAB (with Level 3 procured third party Internet broadband) Service and (ii) the MPLS IPVPN Service or Secure Access Cellular Service (as the case may be). In the event that Level 3 fails to achieve the availability SLA, Customer shall be entitled to a credit as a percentage of its monthly recurring charges (MRC) for the affected Services as set forth below. Where combined with MPLS IPVPN, Customer shall only be entitled to the service credit below against the MRC for MPLS IPVPN and the MRC for SAB and not any separate service credit for the MPLS IPVPN Service (i.e. service credits will not be duplicated on the same event). Where combined with Secure Access Cellular, Customer shall only be entitled to the service credit below against the MRC for SAB Service, and not the MRC for Secure Access Cellular.

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Service Credits for Secure Access Broadband (Level 3 procured third party Internet access only) with Level 3 MPLS:

<b>Cumulative Unavailability (in</b>	<b>Service Level Credit of MRC</b>
00:00:01 – 00:00:26 (99.999%)	No Credit
00:00:27 – 00:43:00	10%
00:43:01 – 04:00:00	15%
04:00:01 – 12:00:00	30%
12:00:01 or greater	50%

Service Credits for Secure Access Broadband (Level 3 procured third party Internet access only) with Secure Access Cellular at a Site:

<b>Cumulative Unavailability (in</b>	<b>Service Level Credit of MRC</b>
00:00:01 – 00:04:18 (99.99%)	No Credit
00:04:19 – 00:43:00 (99.9%)	10%
00:43:01 – 04:00:00	15%
04:00:01 – 12:00:00	30%
12:00:01 or greater	50%

**4. Early Termination and Termination of IPVPN Service.** Secure Access Site, Mobility, or Cellular Service shall automatically terminate upon the termination of the underlying IPVPN MPLS Service. Customer shall pay all applicable termination charges as set forth in the Agreement if such termination occurs prior to expiration of the Service Term for the Secure Access Service. Notwithstanding anything to the contrary in the Agreement, if Customer cancels or terminates Secure Access Service for convenience or Level 3 terminates the Service for cause, Customer will pay Level 3 a termination charge equal to the sum of: (A) if prior to delivery of a Connection Notice, (i) any third party termination charges for the cancelled Service; (ii) the non-recurring charges for the cancelled Service; and (iii) Level 3's out of pocket costs (if any) incurred in deploying or constructing facilities necessary for Service delivery or (B) following delivery of a Connection Notice, (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges (if any) for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) to the extent not recovered by the foregoing, any termination liability payable to third parties by Level 3 resulting from the termination.

**5. Modification or Termination of Services by Level 3.** Level 3 reserves the right to modify any features or functionalities of the Secure Access Services upon ninety (90) days prior notice to Customer. In the event that such modification materially affects the features or functionality of the Secure Access Services, then Customer, as its sole remedy, may cancel the affected Secure Access Service without termination liability, as long as Customer notifies Level 3 in writing of such termination within 60 days of such notice from Level 3. Additionally, Level 3 may upon written notice terminate the Secure Access Cellular Service at a site (either before or after Service delivery) if Level 3 determines that the bandwidth and/or coverage is insufficient to support the SAC Service at such site. In such case, Level 3 will notify Customer via e-mail of termination of SAC Service at such site and Customer shall not be billed for SAC Service at that location.

**All Secure Access Services.** 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 in connection with the Secure Access Service which are not provided by Level 3. 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 Level 3 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 Level 3 at any given time (24x7x365). Level 3 will only accept, discuss or make changes to the Services with the Customer Security Contacts. Customer shall ensure Level 3 and its representatives have access to Customer sites for the installation, maintenance, and removal of equipment and Services as scheduled,

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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 Level 3. 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.

**Secure Access Service – Cellular.** Customer shall not use the SAC Services other than in support of the Level 3 provided MPLS Services. Any use of SAC services or components of equipment in any capacity other than supporting MPLS shall be a violation of the Agreement. Without limitation to Level 3's other remedies under the Agreement, Level 3 reserves the right to charge, and Customer agrees to pay, for (i) any misuse of SAC Services or its components, and/or (ii) for such usage in excess of Level 3's established data pool for Customer, separately at the rates then charged to Level 3 by the third party cellular provider. Additionally, if Level 3 provides Customer notice of such use of which Level 3 becomes aware, Level 3 may terminate the SAC Service within 10 days of such notice if such use does not cease. Any use of the SAC Service in a primary or non-back-up manner will give Level 3 the right to immediately suspend SAC Service and Customer shall be liable to Level 3 for any overage fees that may be charged to Level 3 for use of the SAC beyond a failover. Level 3 is not responsible, however, for monitoring for such usage by Customer.

- a. Level 3 will use reasonable efforts to procure the access service type per Customer Site as identified in the Order. However, Level 3 does not commit that a certain access service type or technology will be available at a Customer Site.
- b. If the specific access type set forth in an Order is not available, Level 3 will so notify Customer and the Order for SAB 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, Level 3 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.
- c. Level 3 reserves the right to commence billing Customer and Customer shall pay for the access MRCs if and to the extent that such access has been installed, Level 3 is incurring charges from the third-party provider, and the remaining completion of service installation cannot occur due to Customer delay, inaction or failure to perform the Customer obligations hereunder.
- d. Where Level 3 procures access services from third parties, and to the extent that those third parties 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, Level 3 expressly reserves the right to make corresponding changes with Customer for such services. Level 3 will provide Customer with as much advanced notice as is reasonable, given the notification provided to Level 3 from such third-party provider. In the event of a termination, Level 3 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 third-party access network, TCP window fragmentation, application performance, server loads or performance and latency from inefficient routing paths within the Internet.
- f. Notwithstanding anything to the contrary in the Agreement, Level 3 provides no indemnities, representations or warranties related to the third party provided access.

**6. Customer's Security Policies.** Customer acknowledges that Level 3 will implement security policies relating to the Secure Access Service as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Level 3 makes no guaranty that the Secure Access Service will be invulnerable to malicious code, deleterious routines, and other techniques and tools

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employed by computer “hackers” and other third parties to create security exposures. LEVEL 3 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. LEVEL 3 MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED.

**7. VPN Client Software.** The Client Software cannot be distributed without Level 3's express written permission, except for internal use within Customer's network. Level 3 is not responsible for issues caused by loading the Client Software on Customer devices. Export restrictions must be followed for encryption technology. End user licenses cannot be transferred. A subscription to the Secure Access Service provides the right to use the Client Software until the expiration or termination of the applicable Service Term.

**8. Customer Network.** Customer acknowledges that all of Customer's premise network infrastructure and equipment (including, but not limited to, routers, switches, firewalls, servers and personal computers) (hereinafter “Customer Network”) is Customer's sole responsibility. Level 3 may provide Customer with guidelines for Customer's Network's minimum system requirements, compatibility and other information necessary to use the Secure Access Service.

**9. Intellectual Property.** The Secure Access Service and Client Software and all copyrights, patent rights and all intellectual property rights related thereto are the sole and exclusive property of Level 3. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at Level 3's sole discretion), non-sublicenseable, non-assignable right to access and/or use the Client Software solely in accordance with the Secure Access Service; *provided, however*, Customer shall not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Client Software, nor shall Customer remove any disclaimers, copyright attribution statements or the like from the Client Software and any breach of the foregoing shall automatically result in termination of the license granted herein.

**10. Disclaimers.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE CLIENT SOFTWARE IS PROVIDED “AS-IS” AND LEVEL 3 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING USE OF THE CLIENT SOFTWARE, AND MAKES NO WARRANTY THAT THE CLIENT SOFTWARE OR USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE. LEVEL 3 HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES THAT THE CLIENT SOFTWARE MAY INCLUDE VERSIONS OF SOFTWARE, APPLICATION PROGRAMMING INTERFACES, BUGS, VIRUSES AND OTHER ERRORS, MAY HAVE LIMITED FUNCTIONALITY, MAY BE SUBJECT TO INTERRUPTIONS OR DELAYS, MAY NOT PROCESS DATA PROPERLY, MAY NOT OPERATE IN ACCORDANCE WITH ANY SPECIFICATIONS OR DOCUMENTATION, AND/OR MAY NOT SUPPORT CUSTOMER'S BUSINESS REQUIREMENTS (“ERRORS”). ANY DOCUMENTATION, USER'S MANUALS, SPECIFICATIONS, AND OTHER MATERIALS SUPPLIED BY LEVEL 3 PERTAINING TO THE CLIENT SOFTWARE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. LEVEL 3 MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY MATERIALS SUPPLIED IN CONNECTION WITH THE CLIENT SOFTWARE OR ACCURACY OF ANY RESULTS OR OUTPUT RENDERED BY THE CLIENT SOFTWARE OR THAT THE CLIENT SOFTWARE IS ERROR-FREE, AND CUSTOMER AGREES THAT LEVEL 3 SHALL NOT BE LIABLE FOR ANY DAMAGE SUFFERED BY CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE CLIENT SOFTWARE, OR CAUSED BY SUCH ERRORS. CUSTOMER AGREES THAT LEVEL 3 SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ON CUSTOMER'S BEHALF FOR ANY REASON WHATSOEVER. CUSTOMER'S USE OF THE CLIENT SOFTWARE IS AT CUSTOMER'S OWN RISK, AND CUSTOMER AGREES THAT ANY AND EVERY FORM OF LIABILITY TO LEVEL 3 IS EXPRESSLY DISCLAIMED.

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LEVEL 3® WAVELENGTH SERVICE (Lease)  
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1. **Applicability.** This Service Schedule is applicable only where Customer orders Level 3® Intercity Wavelength Service, Level 3® Metro Wavelength Service, or Level 3® International Wavelength Service (collectively "Level 3 Wavelength Service") on a lease basis. 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 Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

2. **Definitions.** Any capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

- (A) "Customer Commit Date" means the date by which Level 3 will install Service. The Customer Commit Date is established following Level 3's acceptance of a Customer Order.
- (B) "E2E" means end to end, and includes the On-Net and Off-Net components of Services in the United States and European Union, taken together.
- (C) "On-Net" means Service provided on the network owned (or operated and controlled) by Level 3 between two locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment. Services that are not On-Net are Off-Net.
- (D) "Protected" shall mean any Service that includes a Level 3 managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.
- (E) "Termination Node" shall mean the locations within Level 3's facilities or within Customer Premises in each of the cities in which termination is available. Each Level 3 Wavelength Service shall contain two (2) Termination Nodes, the exact location of which will be set forth in the Customer Order.
- (F) "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 Level 3 Wavelength Service until the first of ten (10) consecutive non-SESSs.
- (G) "Unprotected" shall mean any Service that does not include a Level 3 managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

3. **Service Description.** Level 3 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 Level 3 Wavelength Service, Customer must provide to Level 3, 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 thereafter be delivered by Level 3, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Level 3 Wavelength Service shall be the Level 3 OSX or fiber termination panel at the Termination Node. Customer shall be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from, Level 3 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 Level 3 Gateway, Customer shall provide Level 3 with space and power (at no charge to Level 3), as reasonably requested by Level 3, 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 shall provide Level 3 with access to



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and the use of Customer's entrance facilities and inside wiring, and/or shall procure rights for Level 3 allowing the placement of facilities necessary for installation of facilities to deliver the Level 3 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, shall be borne by Customer.

- (C) Third Party Providers. Where Level 3 Wavelength Service is being terminated Off-Net at the Customer Premises through a third party provider to be provisioned by Level 3 on behalf of Customer, the charges set forth in the Customer Order for such Level 3 Wavelength Service assumes that such Level 3 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 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) Level 3 may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order for such Level 3 Wavelength Service, (ii) installation of Service may be delayed and (iii) Section 5(A) of this Service Schedule shall not apply. Level 3 will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after Level 3 is notified by the local access provider of the amount of such charges.

In addition, where Level 3 Wavelength Service is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by Level 3 on behalf of the Customer, the charges and the Service Term set forth in the Customer Order for such Level 3 Wavelength Service assumes that such Level 3 Wavelength Service can be provisioned by Level 3 through the local access provider selected by Level 3 (and/or Customer) for the stated Service Term. In the event Level 3 is unable to provision such Level 3 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 Customer Order, Level 3 reserves the right, regardless of whether Level 3 has accepted the Customer Order, to suspend provisioning of such Level 3 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 Level 3 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 Level 3 Wavelength Service will be cancelled without cancellation or termination liability of either party. Level 3 does not guarantee that any Level 3 Wavelength Service will be provided by a specified local access provider.

**5. Service Levels.**

- (A) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any On-Net Level 3 Wavelength Service on or before the Customer Commit Date specified for the particular Level 3 Wavelength Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer, or Customer Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular Level 3 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 Level 3 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%

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- (B) Availability Service Level. In the event that a particular Level 3 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 Level 3 Wavelength Service based on the cumulative Unavailability for the affected Level 3 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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LEVEL 3® WAVELENGTH SERVICE (Lease)  
SERVICE SCHEDULE**

For On-Net Protected Service

<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. Except with respect to E2E Service, for any Off-Net Service, Level 3 will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Level 3 by the applicable third party carrier. Service Levels do not apply to Service interruptions attributable to long-haul international access circuits between a Level 3 point of presence in one country and a Customer premises in a different country.

(D) The credits and any other remedies specified in Sections 5(A), 5(B) and Section 6 below set forth the sole and exclusive remedies of Customer for any interruptions or delays of any Level 3 Wavelength Service or other Service-related issues.

6. **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, or more than 5 outages related to the same issue in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

**ENCRYPTED WAVELENGTHS ADDENDUM FOR LEVEL 3  
WAVELENGTH SERVICE**

This Encrypted Wavelengths Addendum for Level 3 Wavelength Service (the "Addendum") is entered between Level 3 Communications, LLC ("Level 3") and Customer (as set forth in the signature block below) and is effective as of the last date of signature (the "Addendum Effective Date"). This Addendum is governed by and subject to the master service agreement between the parties and the applicable Level 3 Wavelength Service (Leased) Service Schedule (the "Agreement"). Capitalized terms used but defined herein shall have the meaning given to them in the Agreement.

1. **Applicability.** This Addendum is applicable to Orders for an Encrypted Wavelength Service.

2. **Service Description.** Encrypted Wavelength Service enables protocol agnostic encryption of Customer's traffic sent over the Level 3 provided Wavelength Service between the Terminating Equipment. "Terminating Equipment" means Level 3 owned and operated Dense Wave Division Multiplexing (DWDM) equipment that resides within the Termination Nodes. The algorithm used is Advanced Encryption Standard (AES) 256 bit encryption utilizing a dynamic key exchange, whereby the encryption of traffic originates and terminates on the Terminating Equipment. For the avoidance of doubt, traffic beyond the Terminating Equipment is deemed unencrypted (i.e. including but not limited to traffic over cross connects to Customer's equipment, connections to the Level 3 fiber termination panel, and/or dark fiber extensions).

(A) **Customer Security Contacts.** Customer will designate one Manager and up to three additional Users for management and visibility of the security related aspects of Encrypted Wavelength (the "Customer Security Contacts"). Customer will provide accurate e-mail and telephone contact information for each Customer Security Contact. Customer will ensure that Level 3 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 Level 3 at any given time (24x7x365). Level 3 will only accept, discuss or make changes to the Services with the Customer Security Contacts.

(B) **Portal.** Customer's primary Customer Security Contacts will be given access to a web based portal (currently located at [www.mylevel3.com](http://www.mylevel3.com)) (the "Portal") in order to facilitate access to the Level 3 key management tool ("KMT"). In order to access the Portal, Customer Security Contacts are required to have Level 3 provided tokens. Access to the Portal's KMT is restricted to the authorized Customer Security Contacts. All information provided by Level 3 through the Portal is deemed "Confidential". Customer may use such information solely for Customer's internal use and Customer may not re-distribute, resell, or otherwise share such information with third parties.

(C) **Key Management.** Key management for the Encrypted Wavelengths is Customer's sole responsibility. Prior to delivery of Encrypted Wavelengths, Level 3 will apply default encryption settings and schedule an on-boarding call with Customer. During such call, Level 3 and Customer will review the KMT and Customer will change the default settings and authenticate Service. Customer will also be required to periodically approve, via the KMT, Level 3 upgrading the firmware settings associated with their Encrypted Wavelength Service, when instructed by Level 3. In the event of an outage, where the outage time is greater than the 24-hour key session duration, Customer will be required to re-establish Encrypted Wavelength Service by accessing the Level 3 KMT and activating the encryption. If Customer requests a password be reset to the Level 3 default settings, Customer must submit a trouble ticket via the Portal. In order for the settings to be reset, Level 3 must deploy Field Tech Services to reseal the encryption cards at both Terminating Equipment locations and Customer agrees to pay the hourly charges set forth in Level 3's standard ancillary charge schedule for such field tech services.

(D) **Access to Customer Sites.** Customer shall ensure Level 3 and its representatives have access to Customer sites for the installation, maintenance, and removal of Terminating Equipment and Services. Customer shall be responsible for providing a safe and secure environment for the Terminating Equipment and will be responsible for loss or damage to Terminating Equipment at Customer sites, unless such loss or damage is caused by Level 3.

(E) **Customer Network.** Customer acknowledges that all of Customer's premise network infrastructure and equipment (including, but not limited to, routers, switches, firewalls, servers and personal computers) (hereinafter "Customer Network") is Customer's sole responsibility. Level 3 may provide Customer with guidelines for Customer's Network's minimum system requirements, compatibility, and other information necessary to use the Encrypted Wavelength Service.

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**4. Customer's Security Policies/Disclaimers.** Customer acknowledges that Level 3 will implement security policies relating to the Encrypted Wavelength Service as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Notwithstanding anything to contrary herein, Level 3 makes no guaranty that the Encrypted Wavelength Service 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. LEVEL 3 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. LEVEL 3 MAKES NO WARRANTY OR REPRESENTATION THAT THE ENCRYPTION SERVICES WILL BE UNINTERRUPTED OR ARE CERTIFIED TO COMPLY WITH INFORMATION PROCESSING STANDARDS OR REGULATIONS. Customer's sole remedies for any Service performance issues are set forth in the Service Levels in the Wavelengths (Leased) Service Schedule.

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**5. Cooperation with Customer Audits.** In the event Customer, in order to comply with its specific certification or regulatory reporting requirements, requires information from Level 3 related to the Encrypted Wavelength Service, then Level 3 will cooperate with Customer by providing such information that Level 3 reasonably determines is of the type and level of specificity typically required in connection with such certifications or regulatory requirements and is information which Level 3 generally makes available to Customers; provided, however, that Customer: (i) may not request such information more than once per calendar year; (ii) will provide Level 3 written notice of such request at least 30 days prior to the date the information is required by Customer; (iii) will be responsible for all reasonable costs associated with Level 3's response; and (iv) is responsible for ensuring all information is not disclosed (other than to auditors who are also subject to non-disclosure obligations). In the event Customer or its auditors require access to the Encrypted Wavelengths in connection with such certification or regulatory reporting requirements, then the terms and conditions of such access will be agreed to by Level 3 and Customer on an individual case basis.

**6. Resale Restriction.** Customer hereby confirms that any Encrypted Wavelengths will be used only for Customer's own use and, notwithstanding anything to the contrary in the Agreement, Customer agrees that it shall not resell such Encrypted Wavelength Service to any third party.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the Addendum Effective Date.

**>>ENTER Customer's legal name<<**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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Name Typed or Printed

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**LEVEL 3® DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE  
SERVICE SCHEDULE**

**1. Applicability.** This Service Schedule is applicable only where Customer orders Level 3® Distributed Denial of Service Mitigation Service ("Service"). Level 3® 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 Customer Orders, Order acceptance, service delivery, billing and related documents. This Service Schedule incorporates the terms of the Master Service Agreement under which Level 3 provides Services to Customer (the "Agreement"). In the event of any conflict between the Service Schedule and the Agreement, the Service Schedule will govern and control.

**2 Definitions.** Any capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement.

"Always-On" refers to an option 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 Level 3 Mitigation Infrastructure. For DDOS Mitigation Proxy Service it also continuously diverts Customer's outbound internet traffic through the Level 3 Mitigation Infrastructure.

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

"Cloud Signaling" means that 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 Denial of Service Attack to Level 3's cloud 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 Level 3 rather than calling the Level 3 Security Operations Center ("SOC"). Customer-Initiated Mitigation is equivalent to Customer approval to route traffic to the Mitigation Infrastructure for purposes of the Time to Mitigate Service Level. Customer-Initiated Mitigation is subject to Level 3 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 Level 3 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-Initiated Mitigation is only available to a customer that purchases the Always-On option.

"DDoS Mitigation Direct Service" or "Direct Service" means the DDoS mitigation solution which is implemented using BGP route advertisements as a mechanism to re-route legitimate and attack traffic through the Level 3 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 Internet Direct Service" or "Internet Direct Service" means the DDoS mitigation solution which is implemented using BGP route advertisements as a mechanism to re-route legitimate and attack traffic through the Level 3 Mitigation Infrastructure. Clean traffic is delivered back to the Customer data center over a separate VLAN logical connection on a Level 3 provided Internet Service circuit only.

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“DDoS Mitigation GRE Service” or “GRE Service” means the DDoS mitigation solution which is implemented using BGP route advertisements as a mechanism to re-route legitimate and attack traffic through the Level 3 Mitigation Infrastructure. Clean traffic is routed back to the Customer data center using a GRE tunnel.

“DDoS Mitigation Proxy Service” or “Proxy Service” means the DDoS mitigation solution which utilizes DNS entry updates as a mechanism to redirect legitimate and attack traffic through the Level 3 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 Level 3 availability.

“Distributed Denial of Service Attack” or “Attack” is an 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.

“Level 3 Mitigation Infrastructure” or “Mitigation Infrastructure” is defined as a collection of Level 3 devices designed to filter malicious attack traffic and pass through legitimate traffic in order to mitigate the potential disruptions caused by a Distributed Denial of Service 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 Level 3 Mitigation Infrastructure using BGP networking only when Customer traffic is under Attack or suspected of being under Attack.

“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, Level 3 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. Regularly Scheduled Maintenance, emergency maintenance and force majeure events, and unavailability of the DDoS Mitigation Service due to malfunction of the public Internet are “Excused Outages.”

“Service Validation” means the process by which DDoS Mitigation Service is confirmed as available for GRE Service, DDOS Mitigation Internet Direct Service and Direct Service as a part of the provisioning process enabling Level 3 to obtain a profile of Customer’s traffic. Customer will coordinate to schedule such Service Validation when contacted by Level 3 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 unavailability of the DDoS Mitigation Service due to (a) Customer misuse; (b) other negligent or unlawful acts by Customer or Customer Representatives; (c) network unavailability, including telecommunications failures outside of the Mitigation Infrastructure or Level 3 network; (d) problems with Customer’s servers or equipment; (e) Customer’s sustained traffic load reaching a point that causes material degradation to or outage of the underlying Level 3 Internet infrastructure not directly related to the Mitigation Infrastructure; (f) any other action or inaction by a third party; or (g) a force majeure event, as defined in the Agreement. Whether Special Unavailability is present shall be determined by Level 3 in its good faith discretion supported by records, data and other evidence.

“SSL Mitigation” means the DDoS mitigation solution that inspects encrypted web traffic to determine if the traffic is legitimate or compromised. SSL Mitigation is available only if GRE Service, Direct Service or Internet Direct Service is or has been ordered and SSL Mitigation is not available as a standalone feature. Clean traffic is routed back to the Customer data center over the selected DDoS Mitigation Service clean traffic return path.



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"Suspension" means Level 3's suspension of the DDoS Mitigation Service to Customer as permitted by this Service Schedule or as otherwise allowed under the Agreement.

**3. Service Description.** The DDoS Mitigation Service is available on Customer's Internet services as described herein. The Customer Order form will specify the type of Mitigation Services and whether those Services are Always-On or On-Demand, as applicable. Notwithstanding anything in the Agreement to the contrary, Level 3 may, in its sole and absolute discretion, subcontract any or all of the work to be performed under this Service Schedule, including but not limited to, installation, detection, and mitigation services, provided that Level 3 will remain responsible for the performance of Level 3's obligations hereunder. Services other than the DDoS Mitigation Services provided by Level 3 to Customer that work in conjunction with DDoS Mitigation Services (such as IPVPN Service) are subject to separate Service Schedules. DDoS Mitigation Service is available in 4 cloud-based options that Customer will select and that will be identified in the Customer Order: (i) Direct Service, (ii) DDOS Mitigation Internet Direct Service, (iii) GRE Service, or (iv) Proxy Service.

In the event Customer has Level 3 Managed Network Service, by ordering DDoS Service, Customer expressly grants Level 3 permission to make configuration changes to any Customer Premises Equipment (regardless of ownership) managed by Level 3 for DDoS service activation and ongoing maintenance.

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.

Internet Direct Service is activated by BGP route advertisement delivering mitigated traffic from the Mitigation Infrastructure to Customer's border router(s) via a separate VLAN on a Level 3 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.

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 Level 3 AS IP network can advertise a /32 subnet. Non-Level 3 IP customers must advertise a /24 subnet as a minimum.

Proxy Service is an Always-On service which mitigates specific internet-based Attacks and allows legitimate internet based traffic to the Customer's protected web based server. For Proxy Service, Level 3 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 Level 3-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 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 Level 3 with a SSL certificate to be loaded on to Proxy Service platform for the traffic which shall be subject to HTTPS packet inspection.

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.

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For On-Demand Service, once the Mitigation Infrastructure is engaged, if an identifiable Attack is not seen by Level 3 within 48 hours, Level 3 will coordinate with Customer and obtain consent from Customer (which shall not be unreasonably withheld) to return Customer to normal conditions. Upon receipt of Customer consent, Level 3 may continue to maintain traffic on Mitigation Infrastructure for an agreed-upon limited time period."

For Always-On Service, the diverted traffic entering Level 3's Mitigation Infrastructure will be inspected and filtered of attack traffic based on predefined filters agreed upon by Level 3 and Customer. Customer must report to Level 3 any new attacks not effectively blocked by predefined filters. Level 3 will respond to new requests for mitigation in accordance with the "Time To Mitigate SLA."

For On-Demand Service, upon confirmation of an Attack and with the cooperation of Customer, Level 3 shall 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, Level 3 cannot guarantee that all Attacks will be detected and/or mitigated; nor does Level 3 guarantee that all IP traffic patterns that initially appear to be Attacks are actual Attacks.

Customer must promptly notify Level 3 if it believes it is under Attack and provide Level 3 with reasonable assistance to reroute the IP traffic to the Mitigation Infrastructure in order for the DDoS Mitigation Service to function properly.

Monitoring options for the DDoS Mitigation Service provide proactive detection of DDoS events ("Attack Monitoring Services"). Attack Monitoring Services are available only to Customers with management access to their Customer Premises Equipment ("CPE") who purchase DDoS Mitigation Services and to Customers with Level 3 Internet Service that choose monitoring from Level 3 provided edge routers directly. There are two types of available Attack Monitoring Services as follows:

(a) Flow Based Monitoring ("FBM") Service provides 24x7 monitoring of Customer's border router(s) or Level 3 provided edge routers directly and alerts for large flood-based Attacks. 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, Level 3 will proactively notify Customer about DDoS mitigation system generated alarms that Level 3 determines are caused by DDoS Attacks. For Attacks that are not detected by the DDoS mitigation system, Customer must contact the Level 3 SOC to initiate mitigation. There will be an MRC and an NRC for each Customer router when monitoring occurs from Customer's border router(s) or for each logical circuit when monitoring occurs from Level 3 provided edge routers directly from which the FBM Service collects netflow sampling.

(b) Application Monitoring and Mitigation for Customer owned and managed equipment ("AMM Cloud Signaling") Service means that a hardware based DDoS detection and mitigation solution is implemented at the Customer premises to monitor the Customer's perimeter network and issues alerts for layer 7 or "application layer" Attacks. AMM Cloud Signaling Service includes CPE hardware that is installed on the Customer premises. Customer may order AMM Cloud Signaling Service only with Customer-owned and managed CPE. In such event Customer must be able to provide Cloud Signaling from its CPE to Level 3's Cloud Signaling endpoint and Customer must utilize an equipment manufacturer, model, software code and other applicable items approved by Level 3. Customer is responsible for technical support, service and maintenance of the CPE. Customer will have full administrative access to the CPE and Level 3 will have no access to the CPE. There will be an MRC and an NRC for each piece of equipment utilizing the AMM Cloud Signaling Service.

Notwithstanding the foregoing, Level 3 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.

**4. Charges.** For DDoS Mitigation Services, Customer will be billed monthly in advance based on a fixed rate for

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mitigation up to a predefined bandwidth level. The manner of billing selected will be set forth in the Customer Order. Fixed rate charges for DDoS Mitigation Service consist of 2 components: (a) a non-recurring charge ("NRC") and (b) a monthly recurring charge ("MRC"). The Service Commencement Date begins upon issuance of a Level 3 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 Level 3 notifies Customer that it has provisioned all components of the Service that Level 3 can provision without Customer's assistance. In the event 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 Level 3).

Customer may seek expedited "turn-up" of DDoS Mitigation Service for a one-time charge ("Expedited Service"). Level 3 will exercise good faith efforts to turn up Expedited Service for GRE Service in one (1) business day however this is a nonbinding objective. For DDoS Mitigation Service other than GRE Service, the order will be processed in a prioritized manner. No Service Levels will apply to Expedited Service during the first seven (7) days of service. In addition, absent completion of a satisfactory credit review prior to the provision of Expedited Service, Level 3 reserves the right to suspend Expedited Service at any time if Customer fails to satisfy credit requirements which may be imposed after the completion of a credit review.

**5. IP Addresses.** In the event that Level 3 assigns to Customer an IP address as part of the provision of Service, such IP address shall (upon Level 3's request and to the extent permitted by law) revert to Level 3 after termination of the applicable Customer Order for any reason whatsoever, and Customer shall cease using such address. At any time after such termination, Level 3 may re-assign such address to another user.

In the event that Level 3 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 DDOS Mitigation Service is owned exclusively by Customer and/or Customer has all permissions necessary from the owner to enable Level 3 and Customer to perform their obligations hereunder. Customer shall defend, indemnify and hold Level 3 harmless from any claim, demand or action arising in connection with a breach of the foregoing representation and warranty.

**6. Clean Bandwidth.** Level 3 will provide to Customer Clean (Post Mitigation) Traffic Capacity up to the level set forth in the Customer Order.

The following Service Levels are not available prior to the completion of Service Validation. To receive credits, Customer must immediately notify Level 3 in writing of a Service issue, but in no event later than 30 calendar days after the incident. Whether an incident constitutes an event for Service credit purposes will be determined by Level 3 in its good faith discretion supported by records, data and other evidence. Credits are only available against the MRC for the affected DDoS Mitigation Service. The Service Levels stated in Sections A - D below apply to the mitigation aspect of DDoS Mitigation Service. Service Levels do not apply to Excused Outages.

**(A) DDoS Mitigation Service Levels, Service Credits and Chronic Termination Rights.** Level 3 shall use commercially reasonable efforts to make the Level 3 Mitigation Infrastructure available to Customer one hundred percent (100%) of the time once Customer's IP traffic is routed to the Level 3 Mitigation Infrastructure in response to a confirmed Denial of Service Attack 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 Level 3 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 Level 3 Mitigation Infrastructure) for more than 60 consecutive seconds, except during an Excused Outage, periods of Special Unavailability or periods of Suspension. The duration of the Mitigation Service Outage shall be determined by Level 3 (including through the use of third party monitoring of Customer provided URL availability, in the case of Proxy Service) in its good faith discretion using information collected from Level 3 trouble tickets and/or data collected on the Mitigation Infrastructure.

In the event a Mitigation Service Outage lasts 4 or less consecutive hours, upon Customer request Level 3 will provide a service credit to Customer equal to 3 days of the MRC associated with the DDoS Mitigation Service at the affected location (the MRC of the affected location ÷ 30 calendar days x 3).

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If a particular Mitigation Service Outage reported by Customer lasts more than 4 consecutive hours, upon Customer request Level 3 will provide a service credit to Customer equal to 5 days of the MRC associated with the DDoS Mitigation Service at the affected location (MRC of the affected location ÷ 30 calendar days x 5).

In no event will Customer receive a credit for more than 1 incident per day pursuant to the terms of this Section 7(A), regardless of the number of times Level 3 fails to comply with the Mitigation SLA during that day.

In addition to Customer being entitled to the above credit(s), as Customer's sole remedy for any non-performance of the Service, the additional termination rights apply:

Ⓜ in the event a Mitigation Service Outage extends for 10 or more consecutive days, Customer shall have the right, for 30 days following the start of such Mitigation Service Outage, to terminate the affected DDoS Mitigation Service under the applicable Order without early termination liability;

Ⓜ in the event of 7 separate occurrences of Mitigation Service Outage each lasting at least 60 minutes in a 90 day period, Customer shall have the right, for 30 days following the 7th such occurrence, to terminate the affected DDoS Mitigation Service under the applicable Order without early termination liability; and

Ⓜ if Customer has procured from Level 3 an IPVPN circuit or Level 3 Internet Service circuit as part of the DDoS Mitigation Service, Customer's termination rights hereunder extend to such IPVPN Service or Level 3 Internet Service.

**(B) Time to Mitigate Service Level.** Level 3 agrees to deploy mitigation following Customer approval (which may be verbal) and Customer properly routing traffic to the Mitigation Infrastructure during an Attack. The Time to Mitigate is measured from the time Level 3 obtains Customer approval and Customer properly routing traffic to the Mitigation Infrastructure during an Attack until Level 3 deploys countermeasures to initiate mitigation. The applicable Service Level for each type of Attack is set forth below.

<u>Attack Type</u>	<u>Time to Mitigate Service Level</u>
▪ UDP/ICMP Floods	10 minutes
▪ SYN Floods	10 minutes
▪ TCP Flag Abuses	10 minutes
▪ DNS Reflection	10 minutes
▪ DNS Attack	10 minutes
▪ HTTP GET/POST Attacks*	10 minutes

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

In the event the Time to Mitigate Service Level ("TTM SLA") is not achieved, the following remedies apply:

<u>Duration of Single Event</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

Customer is deemed to have pre-approved mitigation for Proxy Service or Always-On and the SOC does not have to call Customer to deploy the same. Certain mitigation countermeasures related to FBM Service may be pre-authorized by

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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.

If Customer orders FBM Service or AMM Cloud Signaling Service, a credit as set forth below will be provided 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 Level 3 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, Customer will be entitled to receive a service credit equal to the pro-rated charges for 3 days of the MRC applicable to the affected site(s). If 3 or more FTN Events occur during a calendar month, in lieu of service credits, Customer shall have the right, for 30 days following the third FTN Event, to terminate the applicable Service without liability.

Credits shall only apply for DDoS Mitigation 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 incident. In the event a single incident 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 shall not exceed 100% of the MRC of the affected DDoS Mitigation Service. The Service Level credits and termination rights stated in this Service Schedule shall be Customer's sole and exclusive remedies with respect to the DDoS Mitigation Service and related Services provided hereunder. Customer must maintain with Level 3 up to date contact information and an up to date escalation list for Service Levels to apply. Any non-emergency changes or service design changes that may be required outside of an Attack event such as prefix additions and migration from On-Demand to Always-On require a change order. Level 3's objective is to complete change requests within two (2) business days. The change request objective is non-binding and does not constitute a Service Level.

**7. Customer Responsibilities.** Customer must provide to Level 3 an up-to-date point of contact with 24x7 availability who Level 3 will coordinate with upon detection of an Attack. Customer is solely responsible for updating such point of contact information, as necessary.

Customer must cooperate with Level 3 and Level 3's partners or subcontractors 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 Level 3 in the rerouting of IP traffic to the Level 3 Mitigation Infrastructure during an Attack.

For the Direct Service, Customer must procure from Level 3 connectivity between the Level 3 network and the Customer Site (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 data centers, and (iii) any Ethernet circuit must support 802.1Q. Provisioning begins upon confirmation of IPVPN circuit availability.

Level 3 may suspend Direct Services if Level 3 determines that any Customer provided equipment is causing interference with the Level 3 network or other customers. Any IPVPN circuit provided by Level 3 will be subject to service levels as set forth in Level 3's standard service schedule for such service or as otherwise agreed in writing by Customer and Level 3.

For the Internet Direct Service, Customer must procure from Level 3 connectivity between the Level 3 network and the Customer Site (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) Level 3 Internet Service circuit capable of

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connecting to the port on the Mitigation Infrastructure from each of Customer's data centers (subject to availability), and (iii) any Ethernet circuit must support 802.1Q for delivery of Internet and scrubbed traffic on two (2) separate VLANs. Provisioning begins upon confirmation of Level 3 Internet Service circuit availability. Level 3 may suspend Internet Direct Services if Level 3 determines that any Customer provided equipment is causing interference with the Level 3 network or other customers. Any Level 3 Internet Service circuit provided by Level 3 will be subject to service levels as set forth in Level 3's standard service schedule for such service or as otherwise agreed in writing by Customer and Level 3.

Customer is required to redirect traffic off of the Level 3 Mitigation Infrastructure within 48 hours of notification that there is no longer any observed Attack traffic.

Customer must promptly notify Level 3 of any events that may cause significant IP traffic pattern changes for the Customer network being monitored through the DDoS Mitigation Service.

Customer must promptly notify Level 3 if it believes it is under an Attack in order for the DDoS Mitigation Service to be activated effectively.

Customer must establish and consistently maintain reasonable and adequate security policies and devices for defense of its assets. Customer acknowledges that DDoS Mitigation Service is regarded as a tool that can be used as part of the Customer's overall security strategy, but not as a total solution.

In relation to Proxy Service and SSL Mitigation, Customer is solely responsible to ensure, and hereby represents, that the provision of any SSL certificate to Level 3 and Level 3's use of the same to provide the Services hereunder does not violate any laws, security policies or regulations.

Customer understands and expressly consents that in the performance of its obligations hereunder, notwithstanding any other requirements in the Agreement between Level 3 and Customer, Level 3 (or its subcontractor) may route Customer traffic to Level 3 Mitigation Infrastructure which is located in a country other than the country of origination and/or destination of such traffic.

In the event Customer or Level 3 determine that the DDoS Mitigation 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 shall 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 DDoS Mitigation Service configuration (or requesting Level 3 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 Level 3, then Level 3 may suspend or terminate the DDoS Mitigation Service.

**8. Policies.** The DDoS Mitigation Service is subject to Level 3's then-current acceptable use and privacy policies located at <http://www.level3.com>.

**9. Restrictions.** If Level 3 provides Customer with portal access in connection with the DDoS Mitigation Service, Customer will use such access solely as for use with the DDoS Mitigation Service in accordance with this Service Schedule and the Agreement, and Customer will be responsible for any unauthorized access to or use thereof. A charge will apply to any Customer users in excess of ten

(10) Customer users of the DDoS Mitigation Service portal. The DDoS Mitigation 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. Customer understands and acknowledges that the DDoS Mitigation Service is not suitable for the maintenance or processing (apart from mere

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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.

**10. Disclaimer.** The DDoS Mitigation Service is provided on an "as is" and "as available" basis, and any and all warranties, representations or conditions, whether express or implied (by contract, statute or otherwise) are excluded to the fullest extent permitted by law. Notwithstanding any language in the Agreement to the contrary, Level 3 shall not be obligated to provide any defense, indemnity or hold harmless obligations with regard to any actual or alleged claim, liability, damage, expense or fees arising in connection with Customer's use of the DDoS Mitigation Service (or any associated software or Services) or otherwise arising in connection with this Service Schedule. The DDoS Mitigation Service and associated steps or countermeasures are configured to reduce disruption of Customer's legitimate traffic. The DDoS Mitigation Service is provided on a "best efforts" basis and is designed to provide protection from most DDoS Attacks. Accordingly, there can be no assurance or guarantee with respect to the efficacy of the DDoS Mitigation Service or that the DDoS Mitigation Service will provide protection in all or most cases. If a DDoS Attack is impacting, or may impact, the Level 3 network or other Level 3 customers, or if it exceeds the amount of Clean Traffic Capacity or Attack protection purchased, Level 3 may take any action, including but not limited to "blackhole" filtering or "null routing" Customer's traffic, which filtering or "null routing" would result in all traffic destined to Customer being dropped. In such event Level 3 may also offer Customer, for an additional charge, a higher level of Clean Traffic Capacity or Attack protection in line with the Clean Traffic Capacity or Attack bandwidth level to enable potential protection. Because DDoS Mitigation Service is provided using shared Mitigation Infrastructure, such Mitigation Infrastructure may be unavailable or impaired in the event of large scale Attacks (including to other customers of Level 3).

Level 3 may terminate any Customer Order in the event that Level 3 cannot maintain any required regulatory approvals, despite its reasonable efforts to do so. Level 3 may temporarily suspend any DDoS Mitigation Service immediately in the event Level 3 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 Level 3 will not be responsible for assisting Customer with any transition to an alternative provider, notwithstanding anything to the contrary in the Agreement.

Nothing in this Service Schedule 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.

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1. **Applicability.** This Service Schedule is applicable to all Level 3® Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, or IP Transit Services on ordering, invoicing or other documentation). The Service is also subject to the Master Service Agreement executed between Level 3 and Customer, and if none, Level 3's standard Master Service Agreement (the "Agreement"). Level 3 may subcontract the provision of the Service in whole or part, provided that Level 3 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.
2. **Service Description.** Level 3® Internet Services are high speed symmetrical Internet services providing access to the Level 3 IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports, as well as T1/E1, DS3/E3, and SONET connections from OC3/STM1 to OC48/STM16. 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 Level 3-approved routers, included as part of the Services is a one-time per 12 month period ability to request Level 3 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. Customer is encouraged to order additional Services as outlined below.

The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedules for such services:

- a. Level 3 MPLS (IPVPN and VPLS) VPN Service. As part of a Converged Service, Customer may order Level 3 MPLS VPN Service, which provides private site-to-site communications over Level 3's MPLS network.
  - b. Level 3 Enterprise Voice SIP Based Services. As part of a Converged Service or a Converged Voice-Internet 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. Managed Router. Managed Router Service provides for Internet access Customer Premises Equipment ("CPE") management by Level 3.
  - d. Site Readiness. Level 3 will extend cabling from the minimum point of entry (MPOE) to CPE suite.
  - e. MSS-Cloud & MSS-Premise. Managed Firewall, Intrusion Prevention, Managed Web Filtering, Antivirus, Antispam, and Log Management are available as a cloud-based service ("MSS-Cloud") or as a managed device on premises service ("MSS- Premises").
  - f. Distributed Denial of Service (DDoS) Mitigation Service. Level 3's DDoS Mitigation Service provides layers of defense through network routing, rate limiting and filtering that can be paired with advanced network-based detection and mitigation scrubbing center solutions.
  - g. Network Protection Service. Network Protection Service (NPS) is additional Internet security which may be provided in conjunction with Internet Services and provides Customer the ability to request basic Distributed Denial of Service (DDoS) mitigation.
  - h. Dynamic Capacity. Dynamic Capacity provides the ability to augment bandwidth on a near real-time basis via self-service tools.
3. **Charges.** Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in Order(s). NRC includes applicable installation charges for local-access circuit, port connection and bandwidth. MRC includes local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in Order(s). The Services are available with fixed-rate or burstable billing types.

Fixed-rate. Service with fixed-rate billing provide a set amount of bandwidth at a fixed-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also



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 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 lower actual usage. Usage charges for any usage in excess of the CIR/CDR (burstable usage) will apply on a per Mbps basis at the rate stated in the Order. Burstable usage is 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.

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 bandwidth that will be charged to Customer each month, regardless of lower actual usage. Usage charges for any usage in excess of the ACIR/ACDR (burstable usage) will apply on a per Mbps basis at the rate stated in the Order. Burstable usage is calculated on a 95<sup>th</sup> percentile basis across all included ports. If available and identified in the applicable Order, an aggregated Peak Information Rate (APIR) or aggregated Peak Data Rate (APDR) may apply, which is the maximum available bandwidth across all included ports.

4. **Customer Responsibilities.** Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Level 3. All IP addresses, if any, assigned to Customer by Level 3 shall revert to Level 3 upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination.
5. **On-Net and Off-net Access.** Access services provided entirely on the Level 3 owned and operated network ("Network") are "On- Net Access Services". Additionally, Level 3 may use third parties to reach Customer's site from the Level 3 Network ("Off-Net Access Services").
6. **Converged Voice-Internet Service.** Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services 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.
7. **Service Levels and Service Credits.** The following service level agreements (SLAs) apply as set forth below. When Converged Voice-Internet Service is ordered the SLAs below apply in lieu of any SLAs identified in the applicable Level 3 Enterprise Voice SIP Based Service Schedule as referenced above in Section 2.
  - a. **Availability Service Level.** Level 3's availability SLA in the United States and Canada is 99.99%. Outside the United States and Canada, the availability SLA is 99.98% for On-Net Access Services and 99.9% for Off-Net Access Service.
  - b. **Network Packet Delivery Service Level.** The packet delivery SLA on the Level 3 Network is 99.95%.
  - c. **Network Latency Service Levels.** The latency SLAs on the Level 3 Network are set forth below and are average round-trip.

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Table A: Network Latency

Route	Network Latency Metrics Round-Trip
Intra-North America	< 50 ms*
Intra-Europe	< 35 ms
Intra-Asia	< 110 ms
Intra-Latin America	< 120 ms
North America to Europe	< 80 ms**
North America to Asia	< 185 ms**
North America to Latin America	< 140ms**
Europe to Asia	< 345 ms**
Europe to Latin America	< 210 ms**
Asia to Latin America	< 315 ms**

\* Additionally, add 90ms from/to the Mexico IP Hub and add 30ms from/to Hawaii to the west coast of the continental United States.

\*\* Additionally, add the applicable “intra-region” latency parameter for the region in which the applicable Customer Site is located

- d. Credits for SLAs above: All SLA credits will be calculated after deducting any discounts and other special pricing arrangements. Credit percentages are applied to the MRC of the CIR/CDR rate, port charge, and local access circuits for applicable sites only. In no event will SLA credits in any calendar month exceed 100% of the total MRCs for Services hereunder for the affected site(s).
- i. Availability Service Credit: Service is “Unavailable” (except in the case of an Excused Outage) if the Customer port at a Customer site is unable to pass traffic. Service Unavailability is calculated from the timestamp Level 3 opens a trouble ticket following the report of a problem by the Customer until the time the ticket is closed. If credits are due under this SLA, no other SLAs apply to the same event. If Service is Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth in the tables below.

Table B: Availability Service Credit - United States and Canada

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Cumulative Unavailability	Service Level
00:00:01 – 00:05:00	No Credit
00:05:01 – 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Table C: Availability Service Credit - On-Net Access  
Services outside the U.S. and Canada

Table D: Availability Service Credit- Off-Net Access  
Services outside the U.S. and Canada

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Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:10:00	No Credit
00:10:01 – 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:43:00	No Credit
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

- i. Network Packet Delivery Service Credits. Packet Delivery SLAs are based on monthly average performance between Level 3 designated points of presence (“POPs”). Customer will be entitled to a service credit off of the MRC for the affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the packet delivery SLA for the affected Service where such failure is related to Unavailability under the Availability SLA.

Table E: Packet Delivery Service  
Credit

Packet Delivery	Percentage
99.95% or greater	No Credit
99.94% - 99.0%	10%
98.99% - 96.0%	30%
95.99% or less	50%

- ii. Network Latency Service Credits. Network latency SLAs are based on monthly average performance between Level 3 designated points of presence (“POPs”). Customer will be entitled to a service credit off of the MRC for the affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the network latency SLA for the affected Service where such failure is related to Unavailability under the Availability SLA.

Table F: Network Latency Service  
Credit

Delay Exceeding Network Latency	Percentage
1- 10 ms	10%
11- 25 ms	30%
26 ms or greater	50%

- e. Chronic Outage. As its sole remedy, Customer may elect to terminate an affected Service, or if applicable an affected Converged Voice-Internet Service, hereunder prior to the end of the Service Term without termination

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liability if, for reasons other than an Excused Outage, such Service becomes Unavailable (as defined in Section 7(d)(i) above) twice during a 30-day period, and becomes Unavailable a third time within 30 days following the second event. Customer may only terminate such Service that is Unavailable as described above, and must exercise its right to terminate the affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Voice-Internet Service will result in termination of all applicable Services bundled together as the Converged Voice- Internet Service under the Order.

- f. **Installation Service Level.** Level 3 will exercise commercially reasonable efforts to install any Service on or before the Customer Commit Date for the particular Service. This installation SLA shall 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 Level 3.
3. In the event Level 3 does not meet this installation SLA for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges for 1 day of the pro rata share of the MRC associated with the affected Service up to a monthly maximum credit of 10 days. For Services billed on an Aggregate CIR/CDR basis, the charges for 1 day of the pro rata share of the MRC will be calculated based on the average MRC per port for the aggregate.
8. **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 Level 3, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Level 3 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.
9. **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 Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).
10. **Level 3 Arranged Third Party Procured Internet Services.** For certain Service locations (including but not limited to where Level 3 may lack relevant licenses to provide such service), Level 3 may agree to arrange Internet services using third party providers ("Third Party Internet Service"). 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 Level 3 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 Access to Level 3 on a 24x7 basis and in such circumstances Level 3 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.

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**11. Service Description.** Level 3® Secure Access Service has 4 products; Secure Access Site, Secure Access Mobility, Secure Access Cellular and Secure Access Broadband, as further described below. Customer must purchase at least one (1) Level 3 IPVPN MPLS port to utilize Secure Access Site, Mobility or Cellular Service.

**Secure Access – Site:** Secure Access Site enables Customer to set up a network connection and establish a secure tunnel across the Public Internet between the Customer's remote location and the Customer's Level 3 provided IPVPN network, via configuration and deployment of managed routers.

**Secure Access – Mobility.** Secure Access Service Mobility may be delivered by Secure Sockets Layer Virtual Private Network ("SSL VPN") or by Internet Protocol Security ("IPSEC"). Delivery by SSL VPN requires an Internet connection and a standard SSL enabled web browser.

If delivered by SSL VPN, Secure Access Mobility Service securely provides the resources of an internal network to remote users and allows Customer's end users to remotely connect to Customer's IPVPN network. Once connected to the Internet, Customer's end user can launch a browser and navigate to a URL specific to Customer. At the external port, the URL directs the traffic to Customer's appropriate Instant Virtual System (IVS). After authentication, the end user is presented with a web page containing links to services offered through the VPN.

If delivered by IPSEC, Customer's end user is required to install specialized software (the "Client Software") on the end user's work station and the Secure Access Service provides an encrypted layer 3 VPN into Customer's specific IPVPN (MPLS Virtual Routing and Forwarding ("VRF")).

**Secure Access-Cellular.** Level 3's Secure Access Cellular ("SAC") leverages third party cellular network connectivity and is established utilizing Customer Provided Equipment (CPE) (internal modem or an external enterprise-class cellular-to-Ethernet bridge) to provide IPSEC connectivity to the Level 3 network in a back-up only or failover situation for Level 3 provided MPLS. Level 3 provides the SAC Service on a best efforts basis; Level 3 does not make any commitment of levels of service, coverage, or class of service over the third party cellular service, and notwithstanding anything to the contrary in any Agreement with Customer, Level 3 provides no indemnities or warranties on such SAC Service. Management of the CPE associated with the SAC Service by Level 3 is subject to the separate terms of Level 3's Service Schedule for Managed Network Services.

**Secure Access Broadband.** Secure Access Broadband ("SAB") provides (1) a secure tunnel between the remote location and Customer's IPVPN network over the public Internet and (2) a Level 3 purchased third party provided unsecure local internet broadband service, if available and selected by Customer as identified in the Order or a Customer procured unsecure local internet broadband service. Any Managed Router provided as part of the Service is subject to the separate Managed Network Service Schedule.

**12. Charges.** The charges for Secure Access Services shall be set forth in an Order. Charges for the Services consist of the following: (i) a non-recurring installation charge (NRC), (ii) monthly recurring charge(s) (MRC) for each Service element at each applicable location; (iii) usage charges (if applicable) and (iv) additional charges as may be referenced in the Order (including, but not limited to, extended Ethernet demarcation points, change management or expedite charges). Customer agrees to pay and/or reimburse Level 3 for its additional time for fees, costs and expenses resulting from Customer's request for changes in the applicable Secure Access Services, unless such change is due to an act or omission of Level 3.

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The Secure Access Site, Mobility and Cellular (unless combined with SAB as set forth below) Services are provided only on a best efforts basis, without specific service levels. Separate service levels apply to the provision of Level 3 MPLS IPVPN as set forth in the Service Schedule for such MPLS Service.

**Secure Access Broadband (with Level 3 Procured Third Party Broadband) Service Availability.** The availability service level of Secure Access Broadband Service where Level 3 procures the third-party Internet access is (i) 99.999% if SAB is combined with Level 3 provided MPLS IPVPN Service or (ii) 99.99% when SAB is combined with Secure Access Cellular Service. Stand-alone SAB is provided on a best efforts basis and no service credits apply. 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 to the Level 3 VPN network over both (i) the SAB (with Level 3 procured third party Internet broadband) Service and (ii) the MPLS IPVPN Service or Secure Access Cellular Service (as the case may be). In the event that Level 3 fails to achieve the availability SLA, Customer shall be entitled to a credit as a percentage of its monthly recurring charges (MRC) for the affected Services as set forth below. Where combined with MPLS IPVPN, Customer shall only be entitled to the service credit below against the MRC for MPLS IPVPN and the MRC for SAB and not any separate service credit for the MPLS IPVPN Service (i.e. service credits will not be duplicated on the same event). Where combined with Secure Access Cellular, Customer shall only be entitled to the service credit below against the MRC for SAB Service, and not the MRC for Secure Access Cellular.

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Service Credits for Secure Access Broadband (Level 3 procured third party Internet access only) with Level 3 MPLS:

<b>Cumulative Unavailability (in</b>	<b>Service Level Credit of MRC</b>
00:00:01 – 00:00:26 (99.999%)	No Credit
00:00:27 – 00:43:00	10%
00:43:01 – 04:00:00	15%
04:00:01 – 12:00:00	30%
12:00:01 or greater	50%

Service Credits for Secure Access Broadband (Level 3 procured third party Internet access only) with Secure Access Cellular at a Site:

<b>Cumulative Unavailability (in</b>	<b>Service Level Credit of MRC</b>
00:00:01 – 00:04:18 (99.99%)	No Credit
00:04:19 – 00:43:00 (99.9%)	10%
00:43:01 – 04:00:00	15%
04:00:01 – 12:00:00	30%
12:00:01 or greater	50%

**14. Early Termination and Termination of IPVPN Service.** Secure Access Site, Mobility, or Cellular Service shall automatically terminate upon the termination of the underlying IPVPN MPLS Service. Customer shall pay all applicable termination charges as set forth in the Agreement if such termination occurs prior to expiration of the Service Term for the Secure Access Service. Notwithstanding anything to the contrary in the Agreement, if Customer cancels or terminates Secure Access Service for convenience or Level 3 terminates the Service for cause, Customer will pay Level 3 a termination charge equal to the sum of: (A) if prior to delivery of a Connection Notice, (i) any third party termination charges for the cancelled Service; (ii) the non-recurring charges for the cancelled Service; and (iii) Level 3's out of pocket costs (if any) incurred in deploying or constructing facilities necessary for Service delivery or (B) following delivery of a Connection Notice, (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges (if any) for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) to the extent not recovered by the foregoing, any termination liability payable to third parties by Level 3 resulting from the termination.

**15. Modification or Termination of Services by Level 3.** Level 3 reserves the right to modify any features or functionalities of the Secure Access Services upon ninety (90) days prior notice to Customer. In the event that such modification materially affects the features or functionality of the Secure Access Services, then Customer, as its sole remedy, may cancel the affected Secure Access Service without termination liability, as long as Customer notifies Level 3 in writing of such termination within 60 days of such notice from Level 3. Additionally, Level 3 may upon written notice terminate the Secure Access Cellular Service at a site (either before or after Service delivery) if Level 3 determines that the bandwidth and/or coverage is insufficient to support the SAC Service at such site. In such case, Level 3 will notify Customer via e-mail of termination of SAC Service at such site and Customer shall not be billed for SAC Service at that location.

**All Secure Access Services.** 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 in connection with the Secure Access Service which are not provided by Level 3. 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 Level 3 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 Level 3 at any given time (24x7x365). Level 3 will only accept, discuss or make changes to the Services with the Customer Security Contacts. Customer shall ensure Level 3 and its representatives have access to Customer sites for the installation, maintenance, and removal of equipment and Services as scheduled,



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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 Level 3. 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.

**Secure Access Service – Cellular.** Customer shall not use the SAC Services other than in support of the Level 3 provided MPLS Services. Any use of SAC services or components of equipment in any capacity other than supporting MPLS shall be a violation of the Agreement. Without limitation to Level 3's other remedies under the Agreement, Level 3 reserves the right to charge, and Customer agrees to pay, for (i) any misuse of SAC Services or its components, and/or (ii) for such usage in excess of Level 3's established data pool for Customer, separately at the rates then charged to Level 3 by the third party cellular provider. Additionally, if Level 3 provides Customer notice of such use of which Level 3 becomes aware, Level 3 may terminate the SAC Service within 10 days of such notice if such use does not cease. Any use of the SAC Service in a primary or non-back-up manner will give Level 3 the right to immediately suspend SAC Service and Customer shall be liable to Level 3 for any overage fees that may be charged to Level 3 for use of the SAC beyond a failover. Level 3 is not responsible, however, for monitoring for such usage by Customer.

g. Level 3 will use reasonable efforts to procure the access service type per Customer Site as identified in the Order. However, Level 3 does not commit that a certain access service type or technology will be available at a Customer Site.

h. If the specific access type set forth in an Order is not available, Level 3 will so notify Customer and the Order for SAB 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, Level 3 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.

i. Level 3 reserves the right to commence billing Customer and Customer shall pay for the access MRCs if and to the extent that such access has been installed, Level 3 is incurring charges from the third-party provider, and the remaining completion of service installation cannot occur due to Customer delay, inaction or failure to perform the Customer obligations hereunder.

j. Where Level 3 procures access services from third parties, and to the extent that those third parties 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, Level 3 expressly reserves the right to make corresponding changes with Customer for such services. Level 3 will provide Customer with as much advanced notice as is reasonable, given the notification provided to Level 3 from such third-party provider. In the event of a termination, Level 3 and Customer will work together in good faith to agree upon and expediently procure another type of access service at such Customer Site.

k. 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 third-party access network, TCP window fragmentation, application performance, server loads or performance and latency from inefficient routing paths within the Internet.

l. Notwithstanding anything to the contrary in the Agreement, Level 3 provides no indemnities, representations or warranties related to the third party provided access.

**16. Customer's Security Policies.** Customer acknowledges that Level 3 will implement security policies relating to the Secure Access Service as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Level 3 makes no guaranty that the Secure Access Service will be invulnerable to malicious code, deleterious routines, and other techniques and tools

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employed by computer “hackers” and other third parties to create security exposures. LEVEL 3 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. LEVEL 3 MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED.

**17. VPN Client Software.** The Client Software cannot be distributed without Level 3's express written permission, except for internal use within Customer's network. Level 3 is not responsible for issues caused by loading the Client Software on Customer devices. Export restrictions must be followed for encryption technology. End user licenses cannot be transferred. A subscription to the Secure Access Service provides the right to use the Client Software until the expiration or termination of the applicable Service Term.

**18. Customer Network.** Customer acknowledges that all of Customer's premise network infrastructure and equipment (including, but not limited to, routers, switches, firewalls, servers and personal computers) (hereinafter “Customer Network”) is Customer's sole responsibility. Level 3 may provide Customer with guidelines for Customer's Network's minimum system requirements, compatibility and other information necessary to use the Secure Access Service.

**19. Intellectual Property.** The Secure Access Service and Client Software and all copyrights, patent rights and all intellectual property rights related thereto are the sole and exclusive property of Level 3. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at Level 3's sole discretion), non-sublicenseable, non-assignable right to access and/or use the Client Software solely in accordance with the Secure Access Service; *provided, however*, Customer shall not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Client Software, nor shall Customer remove any disclaimers, copyright attribution statements or the like from the Client Software and any breach of the foregoing shall automatically result in termination of the license granted herein.

**20. Disclaimers.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE CLIENT SOFTWARE IS PROVIDED “AS-IS” AND LEVEL 3 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING USE OF THE CLIENT SOFTWARE, AND MAKES NO WARRANTY THAT THE CLIENT SOFTWARE OR USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE. LEVEL 3 HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES THAT THE CLIENT SOFTWARE MAY INCLUDE VERSIONS OF SOFTWARE, APPLICATION PROGRAMMING INTERFACES, BUGS, VIRUSES AND OTHER ERRORS, MAY HAVE LIMITED FUNCTIONALITY, MAY BE SUBJECT TO INTERRUPTIONS OR DELAYS, MAY NOT PROCESS DATA PROPERLY, MAY NOT OPERATE IN ACCORDANCE WITH ANY SPECIFICATIONS OR DOCUMENTATION, AND/OR MAY NOT SUPPORT CUSTOMER'S BUSINESS REQUIREMENTS (“ERRORS”). ANY DOCUMENTATION, USER'S MANUALS, SPECIFICATIONS, AND OTHER MATERIALS SUPPLIED BY LEVEL 3 PERTAINING TO THE CLIENT SOFTWARE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. LEVEL 3 MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY MATERIALS SUPPLIED IN CONNECTION WITH THE CLIENT SOFTWARE OR ACCURACY OF ANY RESULTS OR OUTPUT RENDERED BY THE CLIENT SOFTWARE OR THAT THE CLIENT SOFTWARE IS ERROR-FREE, AND CUSTOMER AGREES THAT LEVEL 3 SHALL NOT BE LIABLE FOR ANY DAMAGE SUFFERED BY CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE CLIENT SOFTWARE, OR CAUSED BY SUCH ERRORS. CUSTOMER AGREES THAT LEVEL 3 SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ON CUSTOMER'S BEHALF FOR ANY REASON WHATSOEVER. CUSTOMER'S USE OF THE CLIENT SOFTWARE IS AT CUSTOMER'S OWN RISK, AND CUSTOMER AGREES THAT ANY AND EVERY FORM OF LIABILITY TO LEVEL 3 IS EXPRESSLY DISCLAIMED.

### LEVEL 3® SKYPE SERVICE SERVICE SCHEDULE

1. **Applicability.** This Service Schedule forms part of the Master Service Agreement between Customer and Level 3 ("Agreement") and is applicable as of the first date ("Service Schedule Effective Date") that Customer orders Skype for Business, Managed by Level 3 Communications service ("Services"). Any capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

2. **Service Description.** The Skype for Business, Managed by Level 3 Communications service is comprised of the design, implementation and management of Skype for Business Server. Services can be configured to serve single or multiple Customer sites and are based on a "private cloud" service using a virtualized infrastructure with dedicated instance of Skype for Business Server per Customer. The Skype for Business desktop client may be used as a communication and collaboration service, and provides instant messaging and presence information as standard features, though the specific features and functionality of the Services will depend upon which service feature option Customer orders from Level 3. The available feature options are: (i) "Standard" with instant messaging and presence, (ii) "Enterprise" with instant messaging, presence and conferencing features, (iii) "Plus" with instant messaging, presence and enterprise voice features, and (iv) "Enterprise Plus" with instant messaging, presence, conferencing and enterprise voice features. Services do not include the Skype for Business Client Access License (CAL). Services must be ordered in conjunction with other Level 3 services based upon the service feature option selected as set forth below. Level 3 services ordered in conjunction with the Services shall be governed by the Service Schedule applicable to each such service. Level 3 MPLS VPN Service provides Customer site connectivity to platforms hosting the Services from Level 3 data centers. Level 3 Collaboration Services provide access to the Public Switched Telephone Network ("PSTN") for audio conferencing. Level 3 Enterprise Voice SIP Based Services provide access to the PSTN for inbound, outbound and emergency services calling.

The following Level 3 services are required for use of the specified service feature option:

- "Standard" Feature Option: Level 3 MPLS VPN Service
- "Enterprise" Feature Option: Level 3 MPLS VPN Service and Level 3 Collaboration Services
- "Plus" Feature Option: Level 3 MPLS VPN Service and Level 3 Enterprise Voice SIP Based Services
- "Enterprise Plus" Feature Option: Level 3 MPLS VPN Service, Level 3 Collaboration Services and Level 3 Enterprise Voice SIP Based Services

Additionally, Level 3 Dedicated Internet Access Service (DIA), Level 3 Managed Network Service and Level 3 Professional Service may be ordered in conjunction with the Services as optional components.

(A) Prior to the delivery of the Services, Level 3 and Customer shall complete the plan and design of the Services as necessary for Level 3 to be able to provide the Services. Level 3 and Customer will agree to a scope of work that will detail the design and scheduled delivery of the Services and will set out the roles and responsibilities of the Customer and Level 3 in respect thereto.

(B) In order for Level 3 to deliver the Services, Customer's infrastructure, for example Customer's "Active Directory," local area network and personal computer environments and organizations must be able to integrate with the Skype for Business Server software. As part of the initial design activities, Level 3 will assess Customer's infrastructure and any required remedial work will need to be completed before delivery of the Services. All assessment and remedial work performed by Level 3 shall be subject to charges as outlined in the relevant Customer Order. At the option of the Customer, Level 3 will collate the user details used to configure the Services either by Active Directory integration with Customer's Active Directory or, instead of Active Directory integration, by Excel data collected by Customer and forwarded to Level 3.

(C) Both parties agree to complete the Services design and delivery without undue delay. Any delay or failure by Customer to complete Customer specific tasks or to provide information required to provide the Services shall be deemed an Excused Outage.

(A) The Service Term for the Services will be set forth in the Customer Order and commence on the Service Commencement Date as defined in the Agreement.

(B) The charges for the Services are comprised of a non-recurring charge and monthly recurring charges calculated on a per user basis as set out in the relevant Customer Order. Additional monthly recurring charges or non-recurring charges also may apply to additional services, optional features or the purchase of any equipment from Level 3. Charges are due and payable in accordance with Article 2 of the Agreement and will be set out in the

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Customer Order.

(C) The charges for other Level 3 services purchased in conjunction with the Services shall be set forth in the relevant rate sheet or Customer Order as described in the applicable the Service Schedule.

(D) Bundled Minutes. In connection with the Plus and Enterprise Plus Feature Options, a quantity of minutes for domestic

U.S. inbound and outbound VoIP SIP Based Services, including both local and long distance (interstate and intrastate) usage types, will be included in the Customer Order at no additional per minute charge (the "Bundled Minutes"). For any usage of domestic U.S. inbound or outbound VoIP SIP Based Services, inclusive of both local and long distance usage types, in excess of the Bundled Minutes, Level 3 will bill Customer for such excess minutes at the rates set forth in the Customer Order. For the avoidance of doubt, the following voice usage types do not qualify as Bundled Minutes and Level 3 will bill Customer at the rates set forth in the Customer Order: Toll Free usage, International Toll Free usage ("IFN" and "UIFN"), international outbound usage, international local inbound usage and Ready-Access audio conferencing usage.

(E) Except pursuant to Section 7(D) below, if Customer cancels a user or Services at any time during the Service Term, Customer shall pay Level 3 a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the monthly recurring charges for the remainder of the Service Term; and (iii) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination. The foregoing termination charges shall apply in lieu of any termination charges specified in the Agreement.

(A) Customer shall provide a support desk function to its end users of the Services. Before reporting any faults, Customer's support desk will complete all initial troubleshooting to ensure the problem is not related to equipment or services not within the scope of the Services. Such troubleshooting shall include, but is not limited to, assessing the applicable device(s) and operating system(s), the exchange configuration, peripheral devices, any firewall configuration and connectivity not provided or managed by Level 3. In the event that Customer's support desk determines the fault is related to the Services, the Customer must report the fault by entering a ticket on the MyLevel3.com Portal or by dialing the Level 3 Customer Service Center. The Level 3 Customer Service Center is available on a 24 x 7 basis. When reporting a fault, Customer shall provide adequate information requested by Level 3 to enable Level 3 to diagnose and resolve the suspected fault.

(B) Level 3 shall diagnose faults and restore the Services. Fault diagnosis and restoration activities include, but are not limited to, (i) logging the fault in Level 3's service ticketing application and tracking it through to resolution, (ii) execution of any defined operational procedures, (iii) fault remediation and escalation as necessary and (iv) recording the remediation details in the Services ticketing system for all actions taken by Level 3's technical team, and (where applicable) actions taken by Customer. Level 3 will inform Customer when a fault has been resolved and the Services restored. Tickets will be closed only when Customer acknowledges that the fault has been resolved.

(C) Level 3 will provide all upgrades and patches on a network wide basis using the scheduled maintenance process set out in the Agreement.

(A) No Resale. Notwithstanding anything to the contrary in the Agreement, the Services are retail only service and resale of the Services in any form is strictly prohibited. This provision may only be changed by amendment to this Service Schedule in writing executed by authorized representatives of Customer and Level 3.

(B) Customer may have end users that connect to the Services using the public internet or by using a connection other than Level 3 MPLS VPN Service but, in the event that Customer does so, the quality of any real time media functionality of the Services may be impaired and Level 3 will have no responsibility for the quality of any real time media.

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The following Service Levels apply only if Customer is the end-user of the Services and purchases Level 3 MPLS VPN Service in conjunction with the Services.

(A) Availability Service Level. The Availability Service Level for the Services is 99.9%. Services are considered "Unavailable" in the event of a Priority Level 1 incident (defined below). Availability is calculated over three (3) month periods by taking the total accumulated Services cover time, less the accumulated Unavailability and dividing it by the total accumulated Services cover time. The Availability Service Level applies only to the platform(s) hosting Customer's Skype for Business Server instance(s) and is not applicable to any outages or Service incidents caused by Customer's network or other issues. In the event that Service is Unavailable, Customer will be entitled to a service credit as a percentage of three (3) months' worth of the monthly recurring charges for the affected end-users based on the cumulative Unavailability of the affected end-users in the three (3) month period commencing with the first full billing cycle or any succeeding three (3) month period thereafter as set forth in the following table:

<b>Cumulative Unavailability (in hrs:mins:secs)</b>	<b>Service Credits as a Percentage of three (3) months of Monthly Recurring Charges</b>
00:00:01 - 02:09:00	0%
02:09:01 - 06:00:00	5%
06:00:01 - 12:00:00	15%
12:00:01 +	25%

(B) Incident Service Restoration. Time to restore will be measured from the time Customer opens a trouble ticket with Level 3 until the affected Services are restored. Level 3 will respond to incidents and restore Services within the following schedule:

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<b>Severity</b>	<b>Restore</b>
Priority Level 1	3 Hours
Priority Level 2	5 Hours
Priority Level 3	2 Business
Priority Level 4	4 Business

The Severity level of each incident will be determined by Level 3 based upon the following criteria:

<b>Severity</b>	<b>Incident</b>
Priority Level 1 – Critical Business Disruption	A critical incident is when all users within the Customer organization are unable to use the Services or there is a total loss of the Enterprise Voice element of the Services across an entire Customer site.
Priority Level 2 – Major Business Disruption	A critical incident is otherwise occurring, but not affecting the Customer organization (e.g., the critical incident occurs outside of the Customer's business hours) or an incident is occurring and the Customer organization is experiencing the total loss of a key feature. Key features are defined as IM, Presence and
Priority Level 3 – Minor Business Disruption	A minor incident is occurring when there is a loss or disruption to a non-key part feature of the Services or a major incident is occurring but not affecting the Customer organization. An example is where the incident occurs outside of the
Priority Level 4 – Low Business Disruption	Incidents which are not Services affecting or having a negative impact upon end users, but the resolution of which would improve the end user experience of the Services. Examples may include user queries or requests for information.

**Service Credits.** In the event that Customer reports a minimum of ten (10) incidents during the three (3) month period commencing with the first full billing cycle or any succeeding three (3) month period thereafter and Services are not restored within the time limits set forth in the above table for reasons other than an Excused Outage, Customer will be entitled to a service credit calculated as a percentage of three (3) months' worth of the monthly recurring charges. Service credits are based on the cumulative percentage of incidents which Level 3 restored within the applicable time limits over a three (3) month period as set forth in the following table:

<b>Percentage of Incidents restored within the applicable time limits in any three (3)</b>	<b>Service Credits as a Percentage of three (3) months of Monthly Recurring</b>
≥ 97%	0
< 97% but ≥ 96%	1%
< 96% but ≥ 95%	2%
< 95% but ≥ 90%	3%
< 90%	5%

(C) **Limitations.** Customer will be entitled to receive credits on only one Service Level in any calendar month (even if Level 3 fails to meet more than one such Service Level). Customer will elect which Service Level it seeks to invoke when it requests credits from Level 3.

(D) **Termination.** Customer shall have the right to terminate the Services prior to the end of the Service Term without termination liability in the event that (i) Customer reports a minimum of twenty (20) incidents during any three (3) month period and Level 3 restores fewer than 80% of those incidents within the applicable time limits for reasons other than an Excused Outage or (ii) Services are Unavailable (as defined in subpart 7(A) above) for a specific Customer Order for more than 120 consecutive minutes in each of three (3) consecutive calendar months, or for more than twenty-four (24) hours as an aggregate in any calendar month. Customer must exercise its right to terminate the Services under this Section 7(D) in writing within thirty

(30) days after the event giving rise to a right of termination hereunder. Except for any credits that have accrued pursuant to this Section 7, Customer's right to terminate hereunder sets out the sole remedy of Customer for restoration of Service incidents or any other Service issues.

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The Services are solely a service of Level 3 and/or SIP Communications Plc (the "Subcontractor"); Level 3 is not distributing software in connection with the Services and no software license is provided to Customer by either Level 3 or Subcontractor.

(A) Warranty. Customer represents and warrants that it has all rights and licenses necessary to use Customer software required in connection with its use of the Services and that it is compliant with any such rights it has been granted and any such licenses.

(B) Indemnity. Customer shall indemnify, defend and hold Level 3, its directors, officers, and employees harmless from any loss, damage, expense or liability related to any actual or alleged third party claim including without arising from or relating to

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Customer's violation or alleged violation of Section 9(A) above or from any content or services provided or delivered by or for Customer in connection with the Services.

(A) Level 3 represents and warrants that it has secured for Customer from the Subcontractor the following defense and indemnification obligations: Subcontractor will defend and indemnify the Customer on a continuing basis from and against all actions, claims, demands, proceedings, losses, damages, charges, costs and expenses arising on or after the Service Schedule Effective Date and incurred by reason of infringement or alleged infringement of third party patents, designs, trademarks, copyrights or any other intellectual property rights as a consequence of any hardware, services or software provided by Subcontractor to Level 3 and used by Level 3 to provide the Services ("Subcontractor Services")

(B) Level 3 shall indemnify and defend Customer from any third party loss, damage, expense or liability resulting from any third party claim arising on or after the Service Schedule Effective Date that the Services, as provided by Level 3 and excluding the Subcontractor Services ("Level 3 Provided Service"), infringe any patent, copyright, trademark, service mark, trade secret or other intellectual property right ("IP Right"); provided however, the foregoing will not apply to any claim based on (i) the combination of such Level 3 Provided Service with other products, services or functionality except to the extent such claim is solely and specifically based on the combination of the Level 3 Provided Service with the Subcontractor Services; or (ii) Level 3's modification of a Level 3 Provided Service in accordance with Customer's specific instructions. If a claim for which Level 3 may have a defense or indemnification obligation hereunder is or may be made with respect to a Level 3 Provided Service, Level 3 may, at its option and expense: (x) obtain for Customer the right to continue to use the Level 3 Provided Service consistent with this Agreement; (y) modify the Level 3 Provided Service so that it is non-infringing and in compliance with the Agreement; or (z) replace the Level 3 Provided Service with an alternative, non-infringing Level 3 Provided Service with equivalent functionality.

(C) Level 3 and Subcontractor's obligations under this Section 10 are contingent upon: (i) Customer promptly notifying Level 3 in writing of any claim of infringement of which it is or becomes aware, (ii) Customer providing Level 3 or Subcontractor, as the case may be, with sole control and authority over the defense and/or settlement of such claim, (iii) Customer cooperating with Level 3 (at Level 3's expense) or Subcontractor (at Subcontractor's expense), as the case may be, in the defense and/or settlement of such claim upon Level 3's written request; and (iv) Customer making no statement or admission in relation to such allegation of infringement which is or may be prejudicial.

(D) This Section 10 states Level 3 and Subcontractor's only obligations (and Customer's sole and exclusive remedy) for any claims, actions, liabilities, damages or losses arising in connection with alleged or actual infringement, violation or misappropriation of an IP Right by the Services.

Customer agrees not to:

- (i) Copy or permit any software associated with the Subcontractor Services ("Subcontractor Software") to be copied;
- (ii) Remove copyright or confidentiality notices contained thereon;
- (iii) Amend, enhance, modify, merge adapt or translate the Subcontractor Software; or
- (iv) Disassemble, decompile or reverse engineer any Subcontractor Software.

Customer understands, and hereby acknowledges, that the Services are not suitable for the maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended. Customer warrants and represents that it will not use the Services to maintain protected health information and hereby holds Level 3 and its affiliates harmless against, and agrees to fully indemnify Level 3 and its affiliates for, claims alleging or arising out of Customer's use of the Services for such purpose.



**LEVEL 3® ELYNK SERVICE****I. eLynk Service Description.**

**A. eLynk Virtual Connection® to a Cloud Provider (“eVC”) and eLynk Interconnection® to a Cloud Provider (“eLynk Interconnection”).** eVC is a point-to-point Layer 2 Ethernet service offered between two IEEE-compliant User Network Interfaces (each a “UNI”). One UNI is purchased by Customer and located on Customer’s premises and the other UNI (the “eLynk Interface®”) is located at the premises of, and/or controlled by, a specific application provider or data center (“Cloud Provider”). The demarcation point of each eLynk Interface shall be the Level 3-designated physical interface located at the Cloud Provider’s premises. Customer is solely responsible for obtaining from the relevant Cloud Provider, delivering to Level 3, and maintaining any necessary letters of authorization or permissions to connect to each eLynk Interface and the Cloud Provider’s services. **eLynk Interconnection** is a point-to-point Layer 2 Ethernet service offered between two eLynk Interfaces. Customer is solely responsible for ensuring its ability to conform to each applicable Cloud Provider’s specifications for eVC and eLynk Interconnection Services.

The eVC and eLynk Interconnection are available in various bandwidth increments ranging between 2Mbps to 10Gbps. The UNI is available as a 100Mbps, 1Gbps, or 10Gbps Ethernet port. Level 3 will install a network interface device (NID) at the premise of each UNI. eVCs may be ordered as a VLAN-based solution with dedicated or shared EVPLs that span between an eLynk interface and a UNI or between two eLynk interfaces, which is available at a variety of capacities. The available configuration options for eVC and eLynk Interconnection Services may vary as directed by the applicable Cloud Provider(s).

eVC or eLynk Interconnection Services depend on Level 3’s ability to establish and maintain a relationship with the the relevant Cloud Provider(s). Customer consents and directs Level 3 to provide to the Cloud Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, but not limited to, Customer’s name, type and location of interconnection, technical information required to configure the interconnections (such as VLAN), utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Additionally, to the extent that Level 3 reasonably believes that disconnection or suspension of the Service is imminent or if the Service is disconnected or suspended, Customer consents to Level

3 informing the relevant Cloud Provider. Level 3 is not responsible for the technical interoperation of the Cloud Provider’s services with the eVC or eLynk Interconnection Service. Customer or Level 3 may terminate eVC or eLynk Interconnection Services without liability in the event that Level 3 loses the ability to continue logical or physical connection to the Cloud Provider as directed by the Cloud Provider.

Customer will separately contract with Cloud Provider for its access to the Cloud Provider. Customer’s contractual relationship with the Cloud Provider is completely independent from Customer’s contractual relationship with Level 3. Level 3 is not a representative or agent of Cloud Provider, nor is Level 3 responsible for Cloud Provider’s performance of its obligations to Customer, or for Cloud Provider’s acts or omissions. Level 3 is not responsible to maintain, bill or pay for any service provided to Customer by the Cloud Provider. Similarly, Cloud Provider is not responsible to maintain or pay for the eVC or eLynk Interconnection Service. Any outages or degradation in eVC or eLynk Interconnection Services attributable to the Cloud Provider are deemed Excused Outages.

Level 3 may, in its reasonable discretion, (i) delay or cancel an Order for Services if the Cloud Provider is unable to timely accommodate the Order, and/or (ii) modify or terminate the affected Service if the Cloud Provider modifies or terminates its arrangement with Level 3 in a manner which interferes with Level 3’s ability to provide the Service or to do so at the existing price. Level 3 may terminate Customer’s Service upon reasonable notice if Level 3 exercises a right to terminate the Cloud Provider’s Service for any reason. Level 3 will inform Customer as soon as commercially practicable if this occurs. Likewise, if any such Level 3 modification of Service has a material adverse impact on Customer’s ability to utilize a Service or increases the pricing, Customer may terminate the affected Service by providing Level 3 with no less than 30 days prior written notice. If either Party cancels or terminates a Service as permitted in this paragraph, Customer will not be held liable for cancellation or termination charges associated with the affected Service, and any advance payments associated with such Services will be credited to Customer’s account or, if Customer has no other Services from Level 3, returned. The ability to terminate an affected Service without termination liability is Customer’s sole and exclusive remedy in the event a Cloud Provider modifies or terminates its arrangement with Level 3.

**B. eLynk Interface®:**

**eLynk Interface** is an IEEE compliant user network interface (“UNI”) that conforms to MEF standards. The eLynk Interface is available as a 1Gbps or 10Gbps Ethernet port and may be ordered with a single or dual handoff. A dual handoff gives Customer two ports, one in an active and one in a standby configuration. An eLynk Interface may be ordered by Customers who are application providers or data centers, situated at their premises and who are connected via an eVC with an IEEE-compliant UNI ordered from Level 3 by third party end users that are customers of both Level 3 and Customer (collectively “e-Lynk End Users” and individually “eLynk End User”) to create a point-to-point Layer 2 Ethernet service between the two UNIs at a variety of speed intervals. An eLynk Interface also may be

**LEVEL 3® ELYNK SERVICE**

connected via an eLynk Interconnection to another eLynk Interface situated at a third party Cloud Provider's premises to provide connectivity between Customer and the Cloud Provider.

Level 3 shall notify Customer when an eLynk End User desires to connect to the eLynk Interface on Customer's premises. Upon receipt of such notice, Level 3 and Customer shall work together in good faith to exchange information and consents necessary to enable the eLynk End User to make the desired connection. Level 3 will enter into a separate contract with all eLynk End Users for services provided by Level 3 and Customer will enter into a separate contract with all eLynk End Users for services provided by Customer.

Without liability, Level 3 may hold, delay or cancel pending orders by eLynk End Users due to capacity constraints on the eLynk Interface, acts or omissions of Customer or eLynk End Users, or other factors. The demarcation point of the eLynk Interface shall be the Level 3-designated physical interface located in Level 3's space at the Service address identified in an Order.

Customer consents to Level 3 providing certain information about the eLynk Interface ordered to each connecting eLynk End User, including but not limited to Customer's name and location of interconnection, technical information required to configure for interconnection (such as VLAN), utilization rate of the Service, as well as information concerning outages, performance, maintenance activities, and operational status of the Service.

Customer agrees to use commercially reasonable efforts to provide Level 3 at least 10 business days advance notice of any maintenance or changes planned by Customer that may impact eLynk End Users. Level 3 may, but is not required to, provide notification of such maintenance or changes to the affected eLynk End Users. Customer agrees to provide Level 3 not less than 30 days advance notice of disconnection of Service or any modification that may impact the eLynk End Users interconnection with the Service or use of Cloud Provider's service. Level 3 may inform eLynk End Users of any possible modifications.

Unless otherwise agreed to by the Parties, Customer grants Level 3 the right to use Customer's name in contracts, promotional materials and on Level 3's website to inform customers and prospective customers of Level 3's ability to connect to Customer via eLynk. Additionally, subject to Customer's prior approval, Level 3 may use Customer's logos, service marks, trade dress, URL, domain names and/or other business identifiers in promotional materials and on Level 3's website.

## **II. Service Level Agreement.**

**A. Availability.** "Unavailable" or "Unavailability" means Ethernet port (or the Service directly associated with such port) downtime which is not caused by an Excused Outage.

i. eLynk. In the event that eLynk Service becomes Unavailable, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth below:

<b>Cumulative Unavailability (hrs;min;sec)</b>	<b>Percentage Credit</b>
<b>00:00:01 - 00:00:26 (99.999%)</b>	<b>No Credit</b>
<b>00:00:27 - 00:30:00</b>	<b>10%</b>
<b>00:30:01— 04:00:00</b>	<b>30%</b>
<b>04:00.01+</b>	<b>50%</b>

**B. Data Delivery, Latency, and Jitter Service Levels.** The Service Levels are based on monthly average performance between nodes on Level 3's Ethernet network. Customer will be entitled to a service credit (as set forth in Table C below) off of the MRC for the affected Service locations if the measurement parameter(s) identified in Table A or B below are not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Data Delivery, Latency, or Jitter Parameters for the affected Service where such failure is related to Availability under Section II(A) above.

**Table A**

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SLA Boundary	Measurement Parameter	Class of Service		
		Dedicated	Enhanced	Basic
Intra US	Average Data Delivery	99.99%	99.95%	99.90%
	Average Two Way Latency	45 ms	45 ms	45 ms
	Jitter (one way)	3 ms	N/A	N/A
Intra EU and US-EU	Average Data Delivery	99.99%	99.95%	99.90%
	Average Two Way Latency	See Table B below		
	Jitter (one way)	<10 ms	N/A	N/A

Description	Average Roundtrip Latency (milliseconds)
Trans-Atlantic (London/Amsterdam – New York)	≤ 95 ms
Intra–United Kingdom	≤ 25 ms
European network	≤ 45 ms

Table C below sets out the service credits available to Customer in connection with the Data Delivery, Latency and Jitter Service Levels above. The credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. In no event will the credits in any calendar month exceed 100% of the total MRCs (excluding local access) of the affected Service. All approved credits for a given month will be totaled and applied to Customer's next following invoice for the Service or as promptly thereafter as is practical in the event of a dispute. Credits must be requested within 30 calendar days of the end of the calendar month in which Level 3 failed to meet the applicable metric.

Monthly Service Parameter	Service Level Credit
Data Delivery	10%
Latency	10%
Jitter	10%

**III. Chronic Outage.** As its sole remedy, Customer may elect to terminate an affected eLynk Service prior to the end of the Service Term without termination liability if, Service is Unavailable for more than 1 consecutive hour 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.

**IV. Enhanced Management Feature.**

If available and ordered by Customer, Enhanced Management provides Customer with the ability to track the performance of eLynk Services through Level 3's website portal and a separate Addendum covering improved SLAs for eLynk Services with Enhanced Management applies.