

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (Contract Number PLANE-202264647-00) (“Agreement”), made and entered into as of the date set forth on the signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City” or “Customer”), Party of the First Part, and **Centurylink Communications, LLC d/b/a Lumen Technologies Group**, a limited liability company organized under the laws of Delaware and authorized to do business in Colorado (“Contractor”), Party of the Second Part;

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“DEN” or the “Airport”), and desires to contract with Contractor for the telephony, telecommunications, and internet services set forth herein; and

WHEREAS, the Contractor is qualified and ready, willing and able to provide the requested services to DEN, in accordance with the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. LINE OF AUTHORITY:

The City's Chief Executive Officer for the Department of Aviation, her designee or successor in function (the “CEO”) authorizes all work performed under this Agreement. The CEO hereby delegates her authority over the work described herein to the Senior Vice President of Technologies (the “SVP”) as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The SVP's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Project Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The CEO and the SVP may rescind or amend any such designation of representatives or delegation of authority and the SVP may from time to time designate a different individual to act as Project Manager, upon notice to the Contractor.

2. SCOPE OF SERVICES:

A. The Contractor, under the general direction of, and in coordination with the CEO, or other designated supervisory personnel as set forth herein, shall diligently perform any and all authorized services provide under this Agreement. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with DEN doing work or providing services which affect the Contractor's services. The Contractor shall faithfully perform the work in accordance with the standards

of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement.

B. The Contractor will provide the services ("Services") in the Service Exhibits attached to this Agreement as **Exhibit A**.

3. TERM:

The Term of this Agreement shall commence on the Effective Date and shall expire FIVE (5) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "Expiration Date"). The Term of this Agreement may be extended two additional one-year terms, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

4. COMPENSATION AND PAYMENT:

A. Fee: The City agrees to pay to the Contractor, and the Contractor agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates set forth on the applicable **Exhibit A** document ("**Rates**"), and as may be further described herein. Taxes and Fees described in Section 5 are additional, which are not listed on Exhibit A.

B. Reimbursement Expenses: There are no reimbursable expenses allowed under this Agreement, unless approved in writing, in advance, by the SVP.

C. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

D. Maximum Contract Liability; Allocation of Maximum Contract Liability Among Service Exhibits:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of Four Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from any permissible funds of the City's Airport System. The Contractor acknowledges that the City is not obligated to execute an order, agreement or an amendment to this Agreement for any services and that any services performed by Contractor beyond that specifically described herein are performed at Contractor's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. TAXES AND COSTS:

A. The Contractor, at its own expense, shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

B. The City shall provide to Contractor, at no cost, all necessary clearances and permits necessary to install and/or deliver the products and/or services under Agreement. Where such clearances, permits, leases, or fees of a similar nature are required to be obtained and paid for directly by Contractor, the City shall reimburse Contractor the actual cost of such items.

C. The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency. Taking into account the City's status, Contractor confirms that all Charges are exclusive of all taxes, levies, duties and assessments of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Contractor is responsible for payment of such Taxes to the appropriate governmental authority. The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115. Notwithstanding the forgoing, excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes, fees and surcharges arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. Charges for Service are exclusive of Fees. City may present CenturyLink with an exemption certificate eliminating City's liability to pay certain Taxes, Fees and Surcharges. The exemption will apply prospectively.

6. STATUS OF CONTRACTOR:

It is agreed and understood by and between the parties hereto that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Contractor or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

7. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and Ordinance.

8. PERSONNEL ASSIGNMENTS:

A. The Contractor shall assign a Project Manager to this Project that has experience and knowledge of Services that are custom in the industry. The Project Manager shall be the contact person in dealing with the City's Project Manager on matters concerning this Project. Contractor's designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Contractor.

B. The Contractor may submit for a notice to reassign a Project Manager, should the Contractor deem it to be in the best interest of the City, the best interest of the Contractor's organization or in the best interest of the Contractor's Project Manager.

C. The City and Contractor shall work cooperatively to facilitate the removal of a Project Manager and choose the replacement Project Manager, who must have, at least, similar or equal experience and qualifications to that of the original Project Manager.

D. All key professional personnel identified by the Contractor will be assigned by the Contractor or subcontractors to perform work under the Work. The SVP must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by the Work, and that the Contractor's and the sub-Contractor's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Contractor decides to replace any of its key professional personnel, it shall notify the SVP in writing of the changes it desires to make.

F. If, during the term of this Agreement, the SVP determines that the performance of approved key personnel is not acceptable, he shall notify the Contractor, and shall give the Contractor 30 days' notice to correct such performance, unless such unacceptable performance arises from a breach of Paragraph 39, Airport Security, in which case notice shall be effective immediately and Contractor shall take such steps as to correct such performance as soon as reasonably possible. If the SVP notifies the Contractor that certain of its key personnel should be reassigned, the Contractor will consider the request in good faith based on specific, reasonable and lawful objections or concerns as to the key personnel member's performance or performance failures.

9. SUBCONTRACTORS:

A. Upon request by the City, Contractor shall provide a list of subcontractors providing material services under this Agreement, including a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

B. The Contractor shall not retain any subcontractor to perform work under this Agreement if the Contractor is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

C. The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C.§20-77.

10. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

11. DIVISION OF SMALL BUSINESS OPPORTUNITY GOALS:

This project has been reviewed by the Division of Small Business Opportunity (“DSBO”) and it has determined that the scope of work is excluded under D.R.M.C. Chapter 28 Article V of the Goods and Services Ordinance; therefore, no DSBO program will apply.

12. PREVAILING WAGES:

Employees of the Contractor or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Contractor covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, applicable to the work conducted by the Contractor’s or its subcontractor’s employees. The schedule of prevailing wage is periodically updated and Contractor is responsible for payment of then current prevailing wage. The Contractor may obtain a current schedule of prevailing wage rates at any time from the City Auditor’s Office.

13. PROMPT PAY:

The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later

than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

14. CITY REVIEW OF PROCEDURES:

The Contractor agrees that, upon reasonable request of the SVP, at any time during the term of the Agreement or three years thereafter, it will make reasonable disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

15. COORDINATION OF SERVICES:

The Contractor agrees to perform its work under this Agreement in accordance with the operational requirements of DEN, and all work and movement of personnel or equipment on areas included within the DEN site shall be subject to the regulations and restrictions established by the City or its authorized agents.

16. INSURANCE:

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit B**, which is incorporated into this Agreement by this reference. The Contractor shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be submitted to the City at the time the Contractor signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' certificates and endorsements must be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249.

D. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor under the terms of this Agreement, including the Indemnification provisions herein. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

17. DEFENSE AND INDEMNIFICATION; LIMITATION OF LIABILITY:

A. Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. **LIMITATION OF LIABILITY:** Regardless of the basis on which the City is entitled to claim damages from Contractor (including, without limitation, breach of contract, negligence, misrepresentation, or other contract or tort claim), Contractor’s entire liability for any

claims arising from or related to services provided pursuant to a Service Exhibit to this Agreement will not exceed an amount equal to THREE times (3X) the total amount paid by the City to the Contactor pursuant to the applicable Service Exhibit under which the claim for damages arises in the twelve months immediately preceding the occurrence of the event giving rise to the claim (each a “Damage Cap”). The following amounts are not subject to a cap on the amount of damages:

- 1) Contractor’s indemnification obligations
- 2) Payments referred to in section 19. Intellectual Property Indemnification, below.
- 3) Damages for bodily injury (including death) and damage to real property and tangible personal property caused by the negligence or willful misconduct of Contractor.

G. The following language is applicable only to the following Service Exhibits: LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE and CENTURYLINK HOSTED VOIP AND CENTURYLINK IQ SIP SERVICE EXHIBIT. The City will initial and acknowledge the Access to Emergency Response Services Sections on the applicable Service Exhibits.

Access to Emergency Response Services.

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

CONTRACTOR RECOMMENDS THAT CITY AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

G-1. Emergency Calling Capability and City’s Obligations and Acknowledgement of Limitations. City will ensure that user locations are current by providing address information (also known as automatic location identification/“ALI” in North America and calling line identifier/“CLI” in Europe) to Contractor (the “Registered Location”) conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. City will obtain Contractor’s approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Contractor. City understands that Registered Location updates do not occur immediately. Contractor will provide Emergency Calling capability associated with the Service as required by law. “Emergency Calling” is the ability to access emergency response services associated with the Registered Location, subject to each party’s obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). City is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Contractor specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, City’s end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or

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

G-2. Disclaimer

CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CITY'S, CITY'S END USER'S OR CITY'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CITY OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES. FOR THE SAKE OF CLARITY CITY DOES NOT AGREE TO INDEMNIFY OR HOLD HARMLESS CONTRACTOR FOR ANY THIRD-PARTY CLAIMS RELATED TO THE SERVICE.

18. COLORADO GOVERNMENTAL IMMUNITY ACT:

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

19. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY:

Contractor shall (i) defend City against any third-party claim that the Work, or materials provided by Contractor to City infringe a patent, copyright or other intellectual property right, and (ii) pay the resulting costs and damages finally awarded against City by a court of competent jurisdiction or the amounts stated in a written settlement signed by Contractor. The foregoing

obligations are subject to the following: the City (a) notifies the Contractor promptly in writing of such claim, (b) grants the Contractor sole control over the defense and settlement thereof subject to the final approval of the City Attorney, and (c) reasonably cooperates in response to request for assistance. Should such a claim be made, or in the Contractor's opinion be likely to be made, the Contractor may, at its option and expense, (1) procure for the City the right to make continued use thereof, or (2) replace or modify such so that it becomes non-infringing. If the preceding two options are commercially unreasonable, then Contractor shall refund the portion of any fee for the affected Work. The Contractor shall have no indemnification obligation to the extent that the infringement arises out of or relates to: (a) the use or combination of the subject Work and/or materials with third party products or services, (b) use for a purpose or in a manner for which the subject Work and/or materials were not designed in accordance with Contractor's standard documentation; (c) any modification to the subject Work and/or materials made by anyone other than the Contractor or its authorized representatives, if the infringement claim could have been avoided by using the unaltered version of the Work and/or materials, (d) any modifications to the subject Work and/or materials made by the Contractor pursuant to the City's specific instructions, or (e) any technology owned or licensed by the indemnitee from third parties. THIS SECTION STATES THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

20. CITY MINIMUM WAGE:

To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

21. PROHIBITED TERMS IN SERVICE EXHIBIT:

Any term included in the Service Exhibit A or other exhibits that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; indicates that anything in this Agreement is confidential or confidentiality obligations inconsistent with the Colorado Open Records Act; indicates that the City is liable for taxes inconsistent with this Agreement; obligates the City to carry insurance; indicates that an exhibit shall have precedence over the terms and conditions of the Agreement in the event of a conflict; limitations on liability that are greater than found above; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.

22. COMPLIANCE WITH PATENT, TRADEMARK, COPYRIGHT AND SOFTWARE LICENSING LAWS:

A. The Contractor agrees that all work performed under this Agreement shall comply in all material respects with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and codes of the United States. The Contractor will not knowingly utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Contractor prepares any design documents which specify any material, equipment, process or procedure which is protected, the Contractor shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

23. DISCLAIMER OF WARRANTIES:

EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CONTRACTOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION GIVEN BY CONTRACTOR, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE A WARRANTY. Contractor is not responsible for any Services defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

24. ADVERTISING AND PUBLIC DISCLOSURES:

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Contractor's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

25. COLORADO OPEN RECORDS ACT:

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including

exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

26. DATA CONFIDENTIALITY:

A. For the purpose of this Agreement, confidential information means any information, knowledge and data marked “Confidential Information” or “Proprietary Information” or similar legend, it being understood that this does not include the information, data or materials that the City transmits, receives, stores or processes through its use of the Services. All oral and/or visual disclosures of Confidential Information shall be designated as confidential at the time of disclosure, and be summarized, in writing, by the disclosing Party and given to the receiving Party within thirty (30) days of such oral and/or visual disclosures.

B. The disclosing Party agrees to make known to the receiving Party, and the receiving Party agrees to receive Confidential Information solely for the purposes of this Agreement. All Confidential Information delivered pursuant to this Agreement:

(i) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees, corporate partners, affiliates and alliance partners who have a need to know said Confidential Information;

(ii) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third Party as is used with respect to the receiving Party’s own information of like importance which is to be kept confidential.

C. These obligations shall not apply, however, to any information which:

(i) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party; or

(ii) was in the receiving Party’s possession prior to receipt from the disclosing Party; or

(iii) is received by the receiving Party independently from a third Party free to disclose such information; or

(iv) is subsequently independently developed by the receiving Party as proven by its written records; or

(v) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

D. Upon the request from the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information, or if directed by the disclosing Party, shall destroy such Confidential Information.

27. EXAMINATION OF RECORDS AND AUDITS:

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

B. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

C. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

28. INFORMATION FURNISHED BY CITY:

The City will furnish to the Contractor available information concerning DEN and any such other matters that may be necessary or useful in connection with the work to be performed by the Contractor under this Contract.

29. SUSPENSION AND TERMINATION:

A. Suspension. The City may suspend performance of this Agreement at any

time with or without cause for a period not to exceed three months. Upon receipt of notice from the SVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

B. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor subject to any other provisions of this agreement or its exhibits.

C. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

1. Terminate this Agreement for cause with thirty (30) days prior written notice to Contractor; or
2. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

D. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 29(C)(2), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 29(C)(1).

E. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated with cause, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 29.F. below.

F. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 29.B. Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 29.E. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 29.E. and 29.F., exceed the Maximum Contract Amount.

G. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

H. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity and do not limit or amend any other requirements otherwise provided for in this Agreement.

30. RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

31. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

32. NOTICES:

Unless otherwise provided for in a Service Exhibit, all City notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after Contractor's receipt of the notice, unless a longer period is otherwise required by a Service Exhibit. All City notices for Service non-renewal and other routine operational notices will be provided to its Contractor sales representative unless otherwise provided for in a Service Exhibit. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and Contractor will not credit charges for such noncompliance. All other notices required under this Agreement, including notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Contractor to:	Chief Executive Officer Department of Aviation Denver International Airport 8500 Peña Boulevard, 9th Floor Denver, Colorado 80249-6340
-------------------	--

And by City to: CenturyLink Communications, LLC
Attn: Legal Department
931 14th Street, Suite 900
Denver, CO 80202

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective three days after deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

33. NO THIRD-PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. ASSIGNMENT:

The Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO, which shall not be unreasonably withheld; provided, however, that no written consent is required for an assignment, in whole or in part, (a) in the event of a merger in which Contractor is not the surviving entity; (b) in the event of a sale of all or substantially all of its assets; or (c) to any affiliate of Contractor. In the event of an assignment in whole or in part occurring under the conditions set forth in the immediately preceding sentence, if such assignment results in the transfer of Contractor's duties and rights under this agreement to any entity that is currently debarred by the City in accordance with D.R.M.C.§20-77, such assignment shall, at the option of the CEO, automatically terminate this Agreement and all rights of the Contractor hereunder. Except as allowed above, any attempt by the Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of the Contractor hereunder.

35. CONFLICT OF INTEREST:

The Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the

interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Contractor written notice which describes such conflict. The Contractor shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

36. GOVERNING LAW; BOND ORDINANCES; VENUE; DISPUTES:

A. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

B. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

C. All disputes between the City and Contractor regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 5-17.

37. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Contractor shall comply in all material respects with all existing and future applicable laws, rules, regulations and codes of the United States and the State of Colorado, the charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations.

38. FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including DEN. In the event any future agreements between the City and the United States as contemplated by this Paragraph 38 result in a materially adverse effect upon the rights or obligations of Contractor or City under this Agreement, the parties shall have the right to terminate the agreement for convenience upon ninety (90) days written notice from the terminating party to the non-terminating party. The provisions of the attached Appendix **Federal Aviation Administration Required Contract Provisions** is incorporated herein by reference.

39. AIRPORT SECURITY; SENSITIVE SECURITY INFORMATION:

A. It is a material requirement of this Contract that the Contractor shall comply in all material respects with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B. The Contractor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

D. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

E. SENSITIVE SECURITY INFORMATION: IN THE COURSE OF YOUR PERFORMANCE OF THIS AGREEMENT YOU MAY BE PROVIDED RECORDS, DOCUMENTS AND/OR ELECTRONIC MEDIA ("INFORMATION") THAT CONTAINS SENSITIVE SECURITY INFORMATION ("SSI") DISCLOSED TO YOU PURSUANT TO 49 C.F.R. § 1520.11, "PERSONS WITH A NEED TO KNOW". FURTHER DISCLOSURE OR DISSEMINATION OF THIS INFORMATION IS GOVERNED BY THE PROVISIONS OF 49 C.F.R. §1520.9, "RESTRICTIONS ON THE DISCLOSURE" OF SSI; 49 C.F.R. §1520.13, "MARKING SSI"; AND 49 C.F.R. §1520.15 "SSI DISCLOSED BY TSA OR THE COAST GUARD". ANY FURTHER DISCLOSURE OR DISSEMINATION OF THIS INFORMATION MUST BE APPROVED IN WRITING BY TSA, THE COAST GUARD OR THE SECRETARY OF DOT. ANY REQUEST FOR FURTHER DISCLOSURE OR

DISSEMINATION OF THIS INFORMATION MUST BE REFERRED TO TSA OR THE APPLICABLE COPONENT OR AGENCY WITHIN DOT OR DHS.

40. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

The Contractor and Contractor’s agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City’s barring the Contractor and Contractor’s agents from City facilities or participating in City operations.

41. CITY SMOKING POLICY:

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City’s Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

42. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

43. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Sections 1 through 50 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the “Contract Documents”):

- Appendix 1: Federal Aviation Administration Required Contract Provisions
- Exhibit A: Service Exhibits and Rates
 - Exhibit A-1, Advanced Managed Services Schedule
 - Exhibit A-1a, Hybrid Technologies Service Exhibit
 - Exhibit A-1b, Custom Solutions and Services
 - Exhibit A-2, Internet Service Schedule
 - Exhibit A-2a, DDoS Mitigation Service Exhibit
 - Exhibit A-2b, IQ Domestic Service Exhibit
 - Exhibit A-3, QC Optical Wavelength Service Exhibit
 - Exhibit A-3a, Local Access Service Exhibit
 - Exhibit A-3b, Metro Ethernet Service Exhibit
 - Exhibit A-4, ISDN Service Attachment
 - Exhibit A-4a, Enterprise Voice SIP Based Service Schedule

Exhibit B: Exhibit A-5, Telecommunications Service Priority
Insurance Requirements

In the event of an irreconcilable conflict between a provision of Sections 1 through 50 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix 1
Sections 1 through 50 hereof
Exhibit A
Exhibit B

44. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

45. INUREMENT:

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

46. FORCE MAJEURE:

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

47. SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are

fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

48. COUNTERPARTS OF THIS AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

49. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

50. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-202264647-00
Contractor Name: CENTURYLINK COMMUNICATIONS LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202264647-00
CENTURYLINK COMMUNICATIONS LLC

By:  _____
53E47EA8836B46A...

Name: Alexander Khanin

(please print)

Title: Director - Offer Management

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, **regardless of whether or not the contracts are federally funded**. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract / Lease / Agreement to which this Appendix is attached.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on June 19, 2018

GENERAL CIVIL RIGHTS PROVISIONS

Clause that is used for Contracts:

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A5.3.1, Issued on June 19, 2018

Clause that is used for Lease Agreements or Transfer Agreements:

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A5.3.2, Issued on June 19, 2018

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or

APPENDIX
Federal Aviation Administration Required Contract Provisions
 ALL CONTRACTS – NON-AIP FUNDED

indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.1, Issued on June 19, 2018

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program:

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.3, Issued on June 19, 2018

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program:

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Sponsor will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.4, Issued on June 19, 2018

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

APPENDIX
Federal Aviation Administration Required Contract Provisions
 ALL CONTRACTS – NON-AIP FUNDED

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.5, Issued on June 19, 2018

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor | consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor | consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A17.3, Issued on June 19, 2018

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A20.3, Issued on June 19, 2018

For additional information, please refer to:

https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Advanced Managed Services (“Services” or “AMS”) provided by Lumen and associated with existing or concurrently purchased Compatible Services (as defined below). Customer may also be referred as “Client” in the Service Description or other related documents. Lumen is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities (“Lumen”). Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. This Schedule is governed by and incorporates the terms of the Master Service Agreement or other Lumen approved service agreement (the “Agreement”) and in the event of a conflict in any term of any documents that govern the provision of Services, the following order of precedence will apply in descending order of control: the Service Schedule, the Agreement, any Service Description, and the Service Order(s). These terms are effective as of the date Customer signs the applicable Service Order.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside of the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services. Advanced Managed Services provides a set of available, standard activities to Customers through defined service roles that a Customer may subscribe to in conjunction with its Compatible Services. Available service roles and associated service activities are described in detail in the Service Description. No hardware, hardware maintenance or software will be provided in conjunction with activities performed. Customer is responsible for any necessary fulfillment of hardware and software related to the Service. Lumen’s provision of AMS constitutes Lumen’s acceptance of a request for such Services. No acceptance period applies.

2.1 AMS Resources, Service Roles, and Service Activities. Each Lumen Resource will perform a service role, which consists of service activities or tasks commensurate with the Resource’s skill set and Customer may not request the Resource perform tasks not consistent with the applicable role or Resource. Each service role includes commonly available activities and will require minimum committed hours and/or a minimum term commitment. The list of service activities for each service role is not exhaustive as Customers can request additional related activities subject to Lumen’s approval per the Work Request process. Customer understands that Lumen’s Resources who fulfill service roles will not be referred to as Customer consultants, nor are they intended to substitute for Customer’s own business decisions or assessments. The implementation of recommendations and/or findings are ultimately the responsibility of Customer to undertake. Certain activities provided by a Resource and requested from Customer as a result of a recommendation to Customer may require additional terms and conditions; may be subject to additional fees; and/or may require the purchase of additional underlying services.

2.2 Geographic Availability. This Service is currently available in the Regions identified in the Service Description. Lumen has the right to accept and/or reject requests for Service in certain countries within a Region(s) on a case by case basis. Services are generally provided remotely. Certain on-site service activities are available, or may be available by request, in specific countries by Region as detailed in the Service Description. Not all service roles or Services are available in all Regions.

2.3 Out of Scope Activities. Lumen may reasonably determine that requested activities submitted via the Work Request process cannot be delivered by a service role(s) or cannot be delivered in a standard manner are out-of-scope and are not feasible for fulfillment through a Work Request. Examples include: (i) service activities that can’t be provided by one of the Advanced Managed Services service roles; (ii) service activities from Advanced Managed Services service roles in non-standard locations; and (iii) service activities requiring Resources with special credentials such as government clearances, certifications, etc. Lumen may be able to provide the requested activities pursuant to separate terms and conditions.

2.4 Hours; Resources.

2.4.1 Service activities will be performed by Lumen during Business Hours. Customer may initiate a Work Request to perform work during non-standard hours and, if Lumen approves, Lumen will determine the personnel assigned to perform the service activities during non-standard hours, which may include remote Resources, even if the Work Request is for on premise work. Notwithstanding any Work Request for Dedicated Resources or Dedicated Named Resources with minimum monthly committed hours, any request for work beyond committed hours may be performed by an Unnamed Resource.

2.4.2 Different activities consume different quantities of hours. Consumption of hours by these activities is also highly impacted by Customer’s business context as well as complexity and scale of the applicable Customer environment.

2.5 Work Requests.

EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE

2.5.1 Work Requests initiated by Customer specify the desired activities, type of role and desired timeframes. Work Requests can be initiated for additional one-time activities or recurring monthly activities to be provided by available roles for which the Customer has made a commitment of hours so long as the Designated Named Resource or Dedicated Resource is remote. Requests for an on premise Designated Named Resources where available require a Service Order. Certain cancellations may be subject to early termination charges, as described below. In addition, Customer is responsible for fees for all actual consumed hours for Work Request activities even if they are cancelled before completion. Lumen has the right to accept and/or reject requests for service activities on a case by case basis.

2.5.2 Work Requests in certain Regions, for roles and/or previously committed/existing on premises Designated Resources or Designated Named Resources, can be submitted as described in the Service Description. Customer may cancel any Work Request before completion of the Services, however any accrued fees for activities performed prior to cancellation will be invoiced. Changes to or cancellation of Work Requests must be submitted as a new Work Request. Services scheduled to repeat periodically may be detailed on a single Work Request to avoid multiple submissions for the same request

2.5.3 The Work Request initiated by Customer will not amend, modify the Service Schedule or Service Order in any way whatsoever. Lumen will not maintain an authorized requester list. It is Customer's responsibility to ensure any requester has authority to bind Customer to Work Requests. Early termination charges apply for any Work Request accepted by Lumen.

2.5.4 Customer agrees and expressly authorizes Lumen to commence work and bill for (1) all activities for which Customer has indicated, in writing (including email), with a response that Lumen can reasonably interpret as authorization to proceed (i.e. agreed, confirmed, approved, etc.) and (2) any hours worked beyond the standard or contracted hours that are requested by Customer, including requests to continue work or projects that are submitted to Lumen via electronic mail. Notwithstanding the foregoing, Lumen reserves the right to require the execution of a Service Order before commencing any work in excess of such standard or contracted hours.

2.5.5 Customer agrees that any registrants, users, or others submitting or approving Work Requests and/or Service Orders on its behalf, have full legal capacity to do so and are duly authorized to legally bind Customer to all payment for hours accrued.

2.6. Changing Roles; Changing Resources.

2.6.1 Lumen may from time to time add new service roles and/or new add-on services for the Service. When additions are made, Customer may be required to change its Service Order to recognize the new roles and add-ons in order to utilize the new activities.

2.6.2 Lumen may also from time to time remove existing service roles and/or add-on services. For removing an existing role or existing add-on services, Lumen will provide notice at least 60 days prior to the end of the current Service Term and changes will take effect at the conclusion of the Service Term. In the case of a replacement service role, a new Service Order may need to be executed by Customer. Lumen may re-label, add new service roles and/or new add-on services at any time, including during an initial Service Term, upon notice. Request for new service roles or add-on service will require a new Service Order.

2.6.3 The Resources provided by Lumen to fulfill activities through the roles may change over time. Lumen reserves the right to change Designated Named Resources (including any who are on-premise) at any time in order to continue fulfilling Service activities.

2.6.4 If a Customer is not satisfied with how Service activities are being provided by a Designated Named Resource for a service role over a period of time of at least three (3) consecutive months, Customer may request through their sales representative that the Resource be replaced with another equivalent resource for the same service role at any time during a Service Term. Lumen will assess the feasibility of such requests and make such a change when possible at Lumen's sole discretion and in accordance with applicable law. If prior to the conclusion of the Service Term, a Lumen Designated Named Resource is or becomes unavailable, Lumen will have 15 business days from the date of unavailability) to provide a suitable replacement before Customer may seek an alternative from another source outside of Lumen.

2.6.5 Where Customer becomes reasonably dissatisfied with the performance of a Resource other than a Designated Named Resource and provides written notice, Lumen will utilize commercially reasonable efforts to promptly address the personnel issue, including replacement of the applicable resource. Written notice must describe with specificity the deficiency to the reasonable satisfaction of Lumen. Lumen will comply with applicable law and will not remove or replace a Lumen Resource for illegal or discriminatory reasons.

2.7 Service Level Objectives ("SLO" or "Service Objectives"). No Service Objectives or Service Level Agreements (SLAs) apply to the Service.

2.7.1 Lumen will target assessment of a Work Request for remote Resources to begin within three (3) business days of receipt of the Work Request. Lumen will review each received Work Request for feasibility, availability, local requirements, needed roles, estimated range of hours, and ability to meet desired timeline.

2.7.2 Lumen will target commencement of activities within 22 business days following receipt of Customer's authorization email so long as scope of the Work Request remains within standard parameters identified in the Service Description.

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

3. Customer Responsibilities.

3.1 Service Commencement Date. The Service Commencement Date for an AMS Service Order will be the date the last service role is available to be consumed; however, Customer agrees to pay for any and all hours consumed by other Resources as they become available and prior to the Service Commencement Date. The Service Commencement Date triggers the date on which minimum commitments of hours start accruing even if they are not consumed. Lumen will not charge monthly minimums until the Service Commencement Date.

3.2 Charges; Invoicing.

3.2.1 Customer will receive its first invoice on the first of the month following the Service Commencement Date. The first invoice will include a pre-pay for that month's committed hours, the prorated committed hours from the Service Commence Date through the end of the immediately preceding month, any actual consumption of hours occurring prior to the Service Commencement Date, and any hours worked that exceed committed hours. Subsequent invoices will include monthly minimums and hours worked over the committed hours for the previous billing period. Fees for any additional hours consumed through Work Requests beyond committed hours will be included on the invoice two months following the month in which the hours accrued even if the Work Request has not been fully completed yet or has been cancelled by Customer before full completion. All fees will be invoiced in the currencies specified on the Service Order.

3.2.2 In certain Regions, Customer may pay, in advance, for a Flexible Resource subscribed to on a 12 month Service Term with minimum committed service hours that can be drawn down over that Service Term on a use it or lose it basis. Customer may utilize no more than 20% of the commitment in any single month during the Service Term. Unused hours expire at the end of the Service Term.

3.2.3 Notwithstanding anything to the contrary in the Agreement or Service Order with a Service Term or committed hours and in addition to Lumen's ability to increase rates during an automatic renewal term per Section 3.4.1 below, the hourly rates are indexed through the United States Consumer Price Index (CPI) or similar index for Services provided outside of the United States to enable cost of living adjustments (COLA) to the rates on an annual basis as determined by Lumen.

3.2.4 Invoice Criteria. Invoice criteria includes the following:

- a) Fees for committed monthly hours for a service role are billed upfront for the month. For example, a 40-hour monthly commitment will be billed on March 1 for the committed hours to be consumed in March.
- b) Billing for consumed hours outside of committed hours are billed two months in arrears. For example, hours consumed for a service role during March that exceed any monthly commitment of hours for that role will be billed on the May 1 invoice.
- c) Billing for optional add-on services with one-time fees will occur on the month following the completion of the activity. For example, a Network Penetration Test One Time that completes in March will appear on the April 1 invoice.
- d) Billing for optional add-on services with monthly recurring fees will be billed up front for the month.
- e) The invoice will denote the number of hours consumed by service role in excess of any committed hours per month for the role.

3.3 Service Orders; Changes to Service Orders.

3.3.1 A Service Order for each Region is required for minimum committed monthly hours for service roles. Subject to availability, optional add-on services are also available that provide packaged roles or activities for fixed one-time or fixed monthly recurring fees. Permitted changes and/or modifications to a Service Order are described in Section 3.3.4 below. Any changes to a Service Order or Work Request already accepted that does not otherwise expressly permit changes are subject to early termination charges.

3.3.2 An initial Service Order is required before Service can be provided to Customer. Customer will have the option, at the time the Service Order is quoted, to select (i) a role available by Region with defined hourly rates, minimum committed hours and minimum Service Term; and/or (ii) additional add-on options.

3.3.3 A Customer may subsequently agree to a role and monthly committed hours in order to procure Resources at volume discounted rates by signing a new Service Order. Customer acknowledges and agrees that requests for certain activities at international locations may require an additional Service Order and additional terms and conditions.

3.3.4 Customers can make the following changes to a Service Order during a Service Term without any early termination fees:

- a) Add new monthly commitments of service role hours.
- b) Increasing existing monthly commitments of service role hours.

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

- c) Add optional add-on services.
- d) Change selected deployment of qualifying professional roles from Designated Named Resource to Unnamed Resource.
- e) Change selected deployment of qualifying professional roles from Unnamed Resource to a Dedicated Resource or Designated Named Resource so long as minimum monthly commitment hours are met.

3.4 Term; Termination; Effect of Termination.

3.4.1 Service is available for the initial Service Term specified on the Service Order and will commence on the applicable Service Commencement Date. Customers are eligible for discounted hourly rates by committing to at least 40 hours per role per month. Prior to the conclusion of the initial Service Term, Customer may renew Services for a subsequent Service Term by signing a new Service Order with then-current rates and applicable discounts. Services that are not proactively renewed by Customer prior to the end of a Service Term with a new term commit will automatically renew on a month-to-month basis at Lumen's then-current standard rates and no discount will be applied. The initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term".

3.4.2 Cancellation/Early Termination; Effect of Termination. This section applies in lieu of any other cancellation and termination section, including any available rights of termination that may be in the Agreement.

3.4.3 Either party may terminate Services, in whole or in part, for convenience by providing written notice to the other party of intent to terminate at least 60 days in advance for month-to-month services or otherwise at least 60 days prior to the expiration of the then-current Service Term. Services terminated by Customer during a Service Term, including any reduction in term or minimum commit, will incur early termination charges as described in this Service Schedule. In response to variable labor costs, Lumen reserves the right to increase applicable rates and charges annually for non-committed Services, including Services on automatic month-to-month renewal terms.

3.4.4 Early termination fees in this Service Schedule will apply if Customer makes any of the following changes to a Service Order during a Service Term:

- a) When removing or reducing any existing monthly commitments of hours for professional roles, an early termination fee of 100% of the reduced hours at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by Lumen arising from or related to the terminated resource(s).
- b) When removing any recurring optional add-on services, an early termination fee of 100% of the add-on monthly fee for the number of months remaining in the current Service Term will apply.
- c) When changing selected deployment of qualifying professional roles from a Dedicated Resource, a Designated Named Resource or an Unnamed Resource to a Designated Named Resource on-premise, an early termination fee of 100% of the committed hours removed at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by Lumen arising from or related to the modified role(s).
- d) When changing selected deployment of qualifying professional roles from a Dedicated Resource or a Designated Named Resource on-premise to Designated Named Resource, remote or Unnamed Resource, an early termination fee of 100% of the committed hours removed at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by Lumen arising from or related to the modified role(s).
- e) When changing location of a Designated Named Resource, on-premise, more than 20 miles from existing location, an early termination fee of 100% of the committed hours moved at the existing rate in the current Service Order for the number of months remaining in the current service term will apply.
- f) If the Customer places an order to increase existing monthly commitments of professional role hours, Lumen will not be obligated to maintain the same individual(s); however, Lumen will use good faith efforts to maintain continuity of personnel where practical.

3.4.5 If Services subject to a minimum monthly spend commitment and/or a minimum term greater than one month are terminated by Customer for any reason or by Lumen for default and unless otherwise specified in the Service Description, Customer will be responsible for early termination charges equal to the monthly spend commitment multiplied by the remaining months in the applicable Service Term.

3.4.6 Effect of Termination.

- a) Upon termination of a Service Order, any existing Designated Named Resources for service roles providing service activities to Customer will be reassigned to activities for other Customers and won't necessarily be available to fulfill service activities for Customer should they re-subscribe to Service in the future.

EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE

b) Upon removal of a committed role via a change to either a Service Order or termination of a Customer's Service Order, any existing Dedicated Resources or Designated Named Resources may be reassigned to activities for other Customers and won't necessarily be available to fulfill Service activities for Customer should they re-commit to a role or re-subscribe to Service in the future.

3.5 All authorizations and applicable Customer responsibilities are a condition precedent to Lumen's ability to perform Services. Lumen will not be liable for any failure to perform, in the event Customer fails to fulfill Customer's obligations.

3.6 Customer is responsible for providing Lumen Resources with communication access necessary to fulfill activities and all relevant Customer-controlled information, resources and locations required to complete the Services. Customer must provide clear instructions and requirements around desired service activities. Timely responses to inquiries and requested decisions from Customer are necessary for Service activities to be fulfilled. Customer's timely participation in phone call(s) to discuss conditions or questions regarding any activities.

3.7 Customer will provide and maintain accurate contact information, including email addresses for any Customer employee for whom Customer designates the authority to submit Work Requests and current point of contact to coordinate service activities. Thereafter, Customer has the option to submit Work Requests to modify Resource type or hours of activities of committed roles and Customer agrees to pay Lumen for all additional hourly charges incurred. It is Customer's responsibility to ensure that it has obtained all requisite consents to provide information in accordance with applicable law.

3.8 Customer sites.

3.8.1 If on-premise activities are agreed, Customer is responsible for ensuring that all sites are and remain in good operating order consistent with industry standards and remain free from any hazardous conditions for any on-premise activities. It will be Customer's responsibility to correct any unsafe conditions and to ensure that sites comply with all applicable safety standards and regulations. Resources reserve the right to vacate any site it deems unsafe. Customer is responsible for setting up detailed site access procedures.

3.8.2 Customer will provide Lumen with safe access to Customer's site as reasonably required for the assigned Resource to perform the Services. The Lumen Resource will observe reasonable and written site rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Lumen prior to commencement of the Services. Customer will provide all materials, equipment and resources necessary or desirable for use by Lumen's Resource to perform the Services, including suitable workspace for Lumen resources working at the Customer's site with closed door rooms, adequate environmental controls, lighting, telephones and network access via the internet. Customer will bear the risk of loss of any materials, equipment and resources used during or in connection with the performance of the Services. Customer will obtain at its own cost without additional compensation whatsoever any permit, certificate, license and any legal or regulatory consents necessary or desirable to enable Lumen Resource to provide the Services described in this Service Schedule. The Lumen Resource reserves the right to immediately stop work activities if in his/her reasonable belief Customer is not in compliance with applicable laws, including safety regulations or requirements.

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

3.10 Customer is responsible for seeking Lumen's prior written approval prior to making a request for a Resource to provide activities for non-Lumen managed environments. Lumen will review each request on a case-by-case basis and reserves the right to accept or reject the request in its sole discretion.

3.11 Transfer of Undertakings. Customer will not utilize the Services or Lumen Resources as a replacement for any Customer personnel located in the United Kingdom. To the extent Services include the provision of Dedicated Named Resources on a committed basis, such that the provision of or subsequent expiry, cancellation or termination of the Services constitutes a transfer of undertakings within the meaning of the United Kingdom Transfer of Undertaking (Protection of Employment) Regulations 2006 and related legislation ("TUPE") or similar law or regulation in other jurisdictions, Customer agrees that the terms of Lumen's standard TUPE Addendum will apply.

4. Additional Service Limitations and Disclaimers.

4.1 On-Site; Travel and Expenses; Exclusions; Region Limitation.

4.1.1 On-Premise Services. Additional requirements and restrictions for requests that a Designated Named Resource be on-premise are in the Service Description. Lumen reserves the right to reasonably decline a request for on premise work. On premise Resources are not available in all Regions. For on premises Services requested by the Customer and agreed by Lumen to be performed on-site and in order to enable Lumen to carry out its obligations, Customer will provide the Lumen Resource access during the standard hours noted above to any Customer site or other premises outside Lumen's control. In the event of any conflict between the site regulations and these conditions, these conditions will prevail.

4.1.2 Travel and Expenses. All reasonable, documented and actual out-of-pockets expenses, including travel and living expenses (e.g., meals, lodging, and airfare) associated with Customer requested on premise visits will be billed to Customer at actual cost in the

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

month after the expenses were incurred. If Customer cancels any on premise travel event after booking, Customer will be assessed any non-refundable and travel related fees and penalties.

- a) Lumen will not be responsible for failures or delays in performing Services due to Customer's failure or delay to provide physical and/or logical access to the site and/or any materials or due to Customer-imposed or government-imposed security requirements.
- b) Customer must reimburse Lumen for travel and accommodation expenses relating to a Customer requested travel event. Travel time during Business Hours is counted as consumed hours with a travel event or local event.
- c) Requirements; Limitations. As used in this Service Schedule a "travel event" refers to any travel by a professional role to a Customer premises where distance between the professional role's physical location and the Customer's premises is 30 miles or greater.
- d) Customer must make any travel requests to its premise, regardless of whether it qualifies as a travel event or travel allowance, at least three full calendar weeks in advance of the requested departure date.
- e) Only committed service roles for AMS PM, TAM, CTA and SAMs (such roles are defined in the Service Description) are available for travel requests.
- f) All overnight travel requests are subject to Lumen's approval and are limited to two (2) business days per trip. Lumen reserves the right to limit the number of trips approved.
- g) All travel and accommodations costs associated with a travel event are subject to Lumen reimbursement per the terms in this Service Schedule.
- h) Travel of less than 30 miles between the Resource's physical location and the Customer's premises is considered a "local event" and Customer will not be billed travel related expenses.
- i) Travel Allowances: Certain remote service roles and minimum hour commitments include an annual in-Region travel allowance. A list of roles and hours required is included in the Service Description. Unless expressly listed in the Service Description, no other professional roles, including on premise resources qualify for a travel allowance.
- j) Lumen's Resource will comply with local rules and regulations.

4.2 Proprietary Rights. Nothing in this Service Schedule or in any Work Request or Service Order will transfer to Customer any Lumen Technology, and all right, title and interest in and to Lumen Technology will remain solely with Lumen and its affiliates. Lumen will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired while providing the Services. As used in this Service Schedule, "Lumen Technology" means the proprietary technology of Lumen and its affiliates or third parties, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, report formats, objects and documentation (both printed and electronic), designs, know-how, skills, trade secrets and any intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Lumen Technology conceived, reduced to practice, or developed during the term of a Service Order, including any Work Requests. If Lumen or its employees, agents, or subcontractors develop or create any intellectual property as part of the Service or any tasks under a Work Request or Service Order, that intellectual property will be deemed Lumen Technology and will remain the exclusive property of Lumen and will not be considered a work made for hire.

4.3 Customer Information Processing. Customer hereby grants to Lumen (and, where necessary, will procure the grant from relevant end users) all rights and permissions to use, access and/or process Customer's intellectual property, information, databases, data or materials as necessary to provide the Services. In particular, such rights include processing: (i) to prevent or address service or technical problems; (ii) to provide Customer with additional or extended support; (iii) to prevent or address fraud, or security issues; or (iv) to comply with Customer's reasonable and lawful instructions communicated to Lumen.

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

4.5 Warranty; Disclaimer of Warranties; Damages Cap; Indemnity.

4.5.1 Lumen will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer further acknowledges that the Services are work hours performed and incurred by Lumen in response to a request by Customer. EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUMEN MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES

EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE

INSOFAR AS PERMITTED UNDER APPLICABLE LAW AND ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, USAGE OF TRADE OR THAT PERFORMANCE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. Any obligation of Lumen to defend, indemnify or hold Customer harmless for any intellectual property related claims as may be set forth in the Agreement are hereby disclaimed in their entirety by Customer with respect to the Services.

4.5.2 In addition, and notwithstanding any other provision or understanding to the contrary in any Service Attachment, Lumen makes no representation, warranty, or guarantee that any of the activities or tasks performed comply with or satisfy any applicable governmental or industry data security, compliance or technical standard. If such activities or tasks include security and/or compliance framework services (advisory or otherwise) provided by Lumen, Customer acknowledges that Lumen may not identify or accurately identify all possible incidents, vulnerabilities, or potential security and/or compliance gaps and Lumen expressly disclaims any responsibility for any unidentified or misidentified incidents, vulnerabilities or gaps. If Lumen provides a recommendation, assessment, certification, report, or similar material to Customer hereunder, such material is developed in good faith as to its accuracy at the time of inspection or review by Lumen and Lumen does not and cannot guarantee that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's objectives. All Services are provided AS IS. Customer further acknowledges that it and not Lumen is responsible for its overall IT environment and is solely responsible for any buying decision or changes to systems/services. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services. Any recommendations and/or findings are ultimately the responsibility of Customer to purchase. Certain activities that may be recommended to Customer may require additional terms and conditions and may be subject to additional fees and/or may require the purchase of additional underlying services.

4.5.3 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, for Services with a minimum committed monthly spend and term commit, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total MRCs, rates and usage charges paid or payable to Lumen for the affected Services in the six (6) months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). Notwithstanding the foregoing, for all other Services not subject to a minimum monthly spend and term commit, the total aggregate liability of Lumen arising from or related to a claim will not exceed the total charges paid or payable under the applicable Service Order or Work Request.

4.5.4 Customer will defend Lumen and its affiliates from any claims, including employment related payment obligations (e.g. taxes, interest, and penalties arising therefrom) or other employment related liability assessed against Lumen (including its officers, employees, agents and contractors) with respect to assigned Resources to the extent that payment obligations or liabilities are assessed against Lumen as a result of acts or omissions of Customer. Customer will also pay any costs of settlement, or any damages finally awarded by a court of competent jurisdiction against Lumen and payable to such third party as a result of such claim.

4.6 Independent Contractor. Lumen provides the Services as an independent contractor. The Services will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates. For avoidance of doubt, any Resource provided to Customer by Lumen is a Lumen employee and no performance of Services hereunder is intended to modify or change the status of such Resources to that of any employee of Customer. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of Lumen.

4.7 Freedom of Action. Nothing in this Service Schedule precludes Lumen from performing any services similar to the Services for itself or for any third party, provided that Lumen complies with its obligations of confidentiality under this Agreement.

4.8 Non-solicitation. Customer or its third party will not knowingly solicit or recruit for employment or hire any Lumen Resource for one year following the termination of a Service Order or Work Request for which the Lumen Resource performed work for Customer, except that Customer may recruit or hire a Lumen Resource identified by Customer solely as a result of the Lumen Resource's response to a non-specific, general advertisement by Customer.

4.9 Compliance.

4.9.1 Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer Data from unauthorized access, use, or disclosure. The program includes formal information security policies and procedures, which are reviewed annually and updated as necessary to address evolving threats. The security measures of the information security program generally apply to Lumen's systems, facilities and standard services and certain measures may not apply or may be applied differently to customized services, configurations, or environments ordered or as deployed by Customer.

4.9.2 Customer will not require or allow access to confidential health related information of Customer's customers, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI occurs, such exposure is incidental to

EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE

the Services and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

4.9.3 Subject to Section 4.9.2. above, Lumen will not disclose, modify, or access Customer Data, except: (a) as authorized by Customer in connection with the operation of the Services, including requests for support, incident resolution, or to access or use certain tools, features, or functionalities of particular Services; (b) as necessary to provide the Services to Customer, to prevent or address technical problems, or to otherwise comply with the Agreement; or (c) as necessary to comply with subpoenas, court orders or Privacy Laws. To the extent Lumen accesses or handles Customer information, including personally identifiable information, it will do so only as necessary to provide the Services, perform under the Agreement and to comply with applicable law and Privacy Laws, including: (a) configuration, technical, operational and usage data relating to the performance and use of the Services; (b) business contact and similar information necessary for administering the business relationship and Agreement between the parties; and (c) account information required to manage the Services, provide notices, and handle Service invoicing and remittance. Lumen may disclose such information to its affiliates or subcontractors only as may be required to provide the Services and/or to comply with its contractual obligations, subject to privacy and confidentiality protections no less protective than those in this Service Schedule. Lumen may also transfer such information between its operating jurisdictions, including to the United States, solely for the purposes described in this Section.

4.10 Miscellaneous. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule, Service Order or any Work Request.

5. Definitions.

"Business Hours" means Monday - Friday 8:00 a.m. – 6:00 p.m. in the local time zone of the Resource(s) performing the Services, Monday through Friday, excluding local statutory holidays and any additional holidays that Lumen grants to its employees, a list of which can be provided to Customer prior to the commencement of the Services upon request.

"Compatible Services" means the Lumen standard services generally available to enterprise customers; provided that Lumen is providing a minimum of at least one Lumen managed solution. The current Compatible Service list is included in the Service Description. Customer will be responsible for any early termination charges associated with termination or reduction of activities due to or related to the termination of the associated Lumen managed solution or services for which Lumen is providing activities.

"Customer Data" means any data, content or information of Customer or its end users that is accessed, stored, transmitted, hosted or otherwise processed using the Lumen Services. Lumen's obligations with respect to Customer Data are exclusively governed by the Section 4.9 Compliance section.

"Dedicated Resource" means a resource 100% dedicated to Customer. Certain Dedicated Resources are available for on-premise activities. Availability varies by Region and countries within a Region.

"Designated Named Resource" means that Customer may receive, or request for certain Work Requests, (subject to certain minimum commitments, availability and a minimum term), a professional resource, (i.e. a Lumen resource assigned and designated and not assigned on a next available basis) to provide the requested activities up to the monthly committed hours for that role. A Designated Named Resource will be used to fulfill recurring activities. Designated Named Resources would also be used as much as feasible to fulfill role activities on Work Requests; however, scope and scheduling of Work Requests may necessitate requiring other available Resources to fulfill those activities. A Designated Named Resource may have multiple Work Requests active at a given time and therefore need to split their time between them based on Customer desired timelines. Certain Designated Named Resources are available for on-premise activities.

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

“Flexible Resource” means an option that allows for a single minimum monthly commitment of hours that can be used across various professional roles as further described in the Service Description. The Flexible Resource role is only available as an Unnamed Resource.

“Region” means individually or collectively as the context allows, large geographic areas such as North America, EMEA, and Asia. Not all roles are available in all Regions or in all countries within a Region.

“Resource” will either individually or collectively as the context allows mean the Lumen employee or contractor assigned by Lumen to perform the Services. A Resource may be one of the following on a Service Order or Work Request basis, as applicable: Dedicated Resource, Designated Named Resource, Flexible Resource, or Unnamed Resource.

“Service Commencement Date” means the date the initial Service Term commences and is the date the last service role in the relevant Service Order is available to be consumed. The Service Commencement Date will apply in lieu of any other Customer Commit Date, Connection Notice, or similar language in the Agreement. No acceptance period applies.

“Service Description” or “Advanced Managed Services Service Description” means the detailed list of available roles, activities, and add-on services available to Customer for purchase, including the set of additional fixed one-time or recurring fee services, and other general technical and service-related information. The Service Description may be updated from time to time by Lumen effective upon posting at <https://www.ctl.io/advanced-managed-services/service-description/>.

“Service Order” means a service order request submitted on a form issued by Lumen and signed by Customer that includes the type and details of the specific Services ordered by Customer. Service Order may also be referred to as Order.

“Unnamed Resource” is a shared resource assigned on a next available basis to provide the requested activity for Customer. An Unnamed Resource may not necessarily be unknown to Customer. All Unnamed Resources are remote.

“Work Request” means an emailed request on a form designated by Lumen. Work Requests are as binding on Customer as a Service Order.

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

Pricing Attachment

Role	Deployment Type	Hours From & To	FY - 2023 Rate
Program Manager	Unnamed Remote	0 to 39	\$225
Program Manager	Unnamed Remote	40 to 159	\$196
Program Manager	Unnamed Remote	160 to 320	\$186
Program Manager	Named Remote	40 to 79	\$247
Program Manager	Named Remote	80 to 159	\$215
Program Manager	Named Remote	160 to 320	\$204
Client Technical Architect	Unnamed Remote	0 to 39	\$238
Client Technical Architect	Unnamed Remote	40 to 159	\$207
Client Technical Architect	Unnamed Remote	160 to 320	\$196
Client Technical Architect	Named Remote	40 to 79	\$261
Client Technical Architect	Named Remote	80 to 159	\$227
Client Technical Architect	Named Remote	160 to 320	\$216
Technical Account Manager	Unnamed Remote	0 to 39	\$198
Technical Account Manager	Unnamed Remote	40 to 159	\$172
Technical Account Manager	Unnamed Remote	160 to 320	\$164
Technical Account Manager	Named Remote	40 to 79	\$218
Technical Account Manager	Named Remote	80 to 159	\$189
Technical Account Manager	Named Remote	160 to 320	\$180
Technical Service Engineer - DBA	Unnamed Remote	0 to 39	\$205
Technical Service Engineer - DBA	Unnamed Remote	40 to 159	\$178
Technical Service Engineer - DBA	Unnamed Remote	160 to 320	\$170
Technical Service Engineer - DBA	Named Remote	40 to 79	\$226
Technical Service Engineer - DBA	Named Remote	80 to 159	\$196
Technical Service Engineer - DBA	Named Remote	160 to 320	\$186
Technical Service Engineer - Windows	Unnamed Remote	0 to 39	\$168
Technical Service Engineer - Windows	Unnamed Remote	40 to 159	\$146
Technical Service Engineer - Windows	Unnamed Remote	160 to 320	\$138
Technical Service Engineer - Windows	Named Remote	40 to 79	\$184
Technical Service Engineer - Windows	Named Remote	80 to 159	\$160
Technical Service Engineer - Windows	Named Remote	160 to 320	\$152
Technical Service Engineer - Unix	Unnamed Remote	0 to 39	\$178
Technical Service Engineer - Unix	Unnamed Remote	40 to 159	\$155
Technical Service Engineer - Unix	Unnamed Remote	160 to 320	\$147
Technical Service Engineer - Unix	Named Remote	40 to 79	\$196
Technical Service Engineer - Unix	Named Remote	80 to 159	\$170
Technical Service Engineer - Unix	Named Remote	160 to 320	\$162
Technical Service Engineer - Cloud	Unnamed Remote	0 to 39	\$205

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

Role	Deployment Type	Hours From & To	FY - 2023 Rate
Technical Service Engineer - Cloud	Unnamed Remote	40 to 159	\$178
Technical Service Engineer - Cloud	Unnamed Remote	160 to 320	\$169
Technical Service Engineer - Cloud	Named Remote	40 to 79	\$226
Technical Service Engineer - Cloud	Named Remote	80 to 159	\$196
Technical Service Engineer - Cloud	Named Remote	160 to 320	\$186
Technical Service Engineer -Virtual	Unnamed Remote	0 to 39	\$192
Technical Service Engineer -Virtual	Unnamed Remote	40 to 159	\$167
Technical Service Engineer -Virtual	Unnamed Remote	160 to 320	\$159
Technical Service Engineer -Virtual	Named Remote	40 to 79	\$211
Technical Service Engineer -Virtual	Named Remote	80 to 159	\$184
Technical Service Engineer -Virtual	Named Remote	160 to 320	\$175
Technical Service Engineer - Storage	Unnamed Remote	0 to 39	\$181
Technical Service Engineer - Storage	Unnamed Remote	40 to 159	\$158
Technical Service Engineer - Storage	Unnamed Remote	160 to 320	\$150
Technical Service Engineer - Storage	Named Remote	40 to 79	\$199
Technical Service Engineer - Storage	Named Remote	80 to 159	\$173
Technical Service Engineer - Storage	Named Remote	160 to 320	\$165
Technical Service Engineer - Network	Unnamed Remote	0 to 39	\$186
Technical Service Engineer - Network	Unnamed Remote	40 to 159	\$162
Technical Service Engineer - Network	Unnamed Remote	160 to 320	\$154
Technical Service Engineer - Network	Named Remote	40 to 79	\$205
Technical Service Engineer - Network	Named Remote	80 to 159	\$178
Technical Service Engineer - Network	Named Remote	160 to 320	\$169
Security Engineer	Unnamed Remote	0 to 39	\$186
Security Engineer	Unnamed Remote	40 to 159	\$162
Security Engineer	Unnamed Remote	160 to 320	\$154
Security Engineer	Named Remote	40 to 79	\$205
Security Engineer	Named Remote	80 to 159	\$178
Security Engineer	Named Remote	160 to 320	\$169
Cloud Security Engineer	Unnamed Remote	0 to 39	\$192
Cloud Security Engineer	Unnamed Remote	40 to 159	\$167
Cloud Security Engineer	Unnamed Remote	160 to 320	\$159
Cloud Security Engineer	Named Remote	40 to 79	\$211
Cloud Security Engineer	Named Remote	80 to 159	\$184
Cloud Security Engineer	Named Remote	160 to 320	\$175
Security Architect	Unnamed Remote	0 to 39	\$205
Security Architect	Unnamed Remote	40 to 159	\$178
Security Architect	Unnamed Remote	160 to 320	\$169
Security Architect	Named Remote	40 to 79	\$226
Security Architect	Named Remote	80 to 159	\$196

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

Role	Deployment Type	Hours From & To	FY - 2023 Rate
Security Architect	Named Remote	160 to 320	\$186
Cloud Security Architect	Unnamed Remote	0 to 39	\$205
Cloud Security Architect	Unnamed Remote	40 to 159	\$178
Cloud Security Architect	Unnamed Remote	160 to 320	\$169
Cloud Security Architect	Named Remote	40 to 79	\$226
Cloud Security Architect	Named Remote	80 to 159	\$196
Cloud Security Architect	Named Remote	160 to 320	\$186
Flexible Resource	Unnamed Remote	0 to 39	\$239
Flexible Resource	Unnamed Remote	40 to 159	\$208
Flexible Resource	Unnamed Remote	160 to 320	\$198
Flexible Resource	Named Remote	40 to 79	\$282
Flexible Resource	Named Remote	80 to 159	\$245
Flexible Resource	Named Remote	160 to 320	\$233
Adaptive Desk	Unnamed Remote	0 to 39	\$170
Adaptive Desk	Unnamed Remote	40 to 159	\$161
Adaptive Desk	Unnamed Remote	160 to 320	\$157
Technical Service Manager	Unnamed Remote	0 to 39	\$160
Technical Service Manager	Unnamed Remote	40 to 159	\$139
Technical Service Manager	Unnamed Remote	160 to 320	\$132
Technical Service Manager	Named Remote	40 to 79	\$176
Technical Service Manager	Named Remote	80 to 159	\$153
Technical Service Manager	Named Remote	160 to 320	\$145
Technical Service Engineer - K8	Unnamed Remote	0 to 39	\$227
Technical Service Engineer - K8	Unnamed Remote	40 to 159	\$198
Technical Service Engineer - K8	Unnamed Remote	160 to 320	\$188
Technical Service Engineer - K8	Named Remote	40 to 79	\$250
Technical Service Engineer - K8	Named Remote	80 to 159	\$217
Technical Service Engineer - K8	Named Remote	160 to 320	\$207
Disaster Recovery Manager	Unnamed Remote	0 to 39	\$227
Disaster Recovery Manager	Unnamed Remote	40 to 159	\$198
Disaster Recovery Manager	Unnamed Remote	160 to 320	\$188
Disaster Recovery Manager	Named Remote	40 to 79	\$250
Disaster Recovery Manager	Named Remote	80 to 159	\$217
Disaster Recovery Manager	Named Remote	160 to 320	\$207
Major Incident Management Service	Unnamed Remote	0 to 39	\$191
Major Incident Management Service	Unnamed Remote	40 to 159	\$179
Major Incident Management Service	Unnamed Remote	160 to 320	\$175
AMS Add On: Monitoring Integration	Unnamed Remote	0 to 39	\$221
AMS Add On: Monitoring Integration Maintenance	Unnamed Remote	40 to 159	\$192

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

Pricing Notes: 1) Pricing does not include applicable taxes, fees, and surcharges 3) Rates shown are valid for Year 1 of the contract; rates will be subject to a 5% increase annually, effective with the start of the new fiscal year.

Role Descriptions

Program Manager - Responsible for overseeing and coordinating the overall support aimed at advancing the operational efficiency and effectiveness of Judicial IT. Provides post sales program lifecycle management support and governance to drive DEN's objectives through strategic IT initiatives.

Cloud Security Architect - Develops and supports design, implementation, and management of DEN's public and private cloudbased architecture.

Network Architect - Dedicated to designing, implementing, and managing a robust, secure, and efficient network infrastructure that supports DEN's unique operational requirements.

Security Architect - Responsible for designing and consulting DEN's IT regarding all facets of security in IT infrastructure.

Cloud Security Engineer - Ensures security of all cloud-based systems. Primary resource to address security challenges and configuration requirements of DEN's data residing in the cloud.

Network Engineer - supports DEN's IT for implementation and maintenance of the network infrastructure.

Security Engineer - Responsible for implementing and maintaining security systems to protect the DEN's digital infrastructure from cyber threat.

Client Technical Architect - The CTA works directly with a Client's IT representative to help develop and maintain an optimal IT environment. Activities focus on providing recommendations to existing environments based on utilization trending, historical problem tracking and technology .

Technical Account Manager - The TAM provides activities around heightened operational governance of IT environments managed by Lumen. TAMs leverage their expertise as an operations and IT technology specialist to provide oversight and governance for operational services. Incident response, change management, problem management, service transition assistance for shorter delivery cycles, and creating efficiencies that assist in aligning with the Client's operations are considered fundamentals for the Technical Account anager role. A TAM may internally coordinate communications/activities among or across Lumen internal cross-functional teams or business units as necessary.

Technical Service Engineer (per specialty) - The TSE role primarily provides hands-on activities around advanced deployment, support, and change tasks in IT environments managed by Lumen. TSEs bring familiarity and intimacy to Client environments. TSEs provide expedited fulfillment of tasks including orchestrating complex changes, advanced patching, patch validation testing, load testing and roll-back, complex troubleshooting and incident remediation, root cause analysis, technical

**EXHIBIT A-1
LUMEN ADVANCED MANAGED SERVICES
SERVICE SCHEDULE**

documentation, audit support, and other engineering-related activities. TSE roles cover the following technical disciplines: cloud, applications, databases, Window OS, Unix OS, storage, backup, virtualization, and network.

Flexible Resource - The Flexible Resource enables the Client to utilize the CSM, CTA, TSE, TAM or SAM roles for which they do not already have a monthly commitment per the Role Description. After the Client has added the Flexible Resource role to their AMS subscription, Clients may engage resources to perform work against the monthly committed hours via a Work Request. The Flexible Resource role is only available as a remote resource type.

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

1. General; Service Schedules.

1.1 General. This Service Exhibit is applicable only where Customer orders one of the Lumen services described in the Lumen Service Schedules listed below ("Service"). Lumen is defined for purposes of this Service Exhibit as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). This Service Exhibit incorporates the terms of the Master Service Agreement or other Lumen approved service agreement under which Lumen provides the Services to Customer (the "Agreement"), and in the event of a conflict in any term of any documents that govern the provision of Services, the following order of precedence will apply in descending order of control: the Service Schedule, this Service Exhibit, the Agreement, any applicable Service Guide, the SLA, and the Service Order(s). Capitalized terms not defined in this Service Exhibit or one of the Service Schedules are defined in the Agreement. These terms are effective as of the time Customer signs the applicable Service Order or upon acceptance of the applicable terms as part of CenturyLink's online order process.

1.2 Lumen Service Schedules. Customer may purchase the Services in the following Service Schedules included within this Service Exhibit.

- **SERVICE SCHEDULE: HOSTING SERVICES**
- **SERVICE SCHEDULE: SECURITY SERVICES ASSOCIATED WITH HOSTING, CLOUD APPLICATION MANAGER**
- **SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**
- **SERVICE SCHEDULE: LUMEN EDGE BARE METAL**

2. Term; Renewal. Lumen Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"). The Initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term". The Service Schedules describe the applicable term and renewal information in more detail.

3. Rates; Billing.

3.1 Rates. Customer will pay all applicable rates and fees set forth in the relevant Service Order or posted online for self-provisioned Services and as further described in the applicable Service Schedule. Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent); and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes. All invoices will be issued to Customer and paid in the currency specified in the Service Order. Customer will pay invoices free of currency exchange costs, or bank charges.

3.2 Withholding Tax. 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 on account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for to any tax authority. In the event that any payment to be made to Lumen under this Service Exhibit should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax, is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

3.3 Service Commencement Date. If Lumen partially installs or activates a Service, Lumen reserves the right to commence billing for such Service on a pro rata basis, and if a Service installation is delayed, incomplete or is not usable by Customer through no fault of Lumen or its agents, Lumen will have the right to commence billing as installed and per the Service Commencement Date.

3.4 Lumen reserves the right to use dynamic exchange rates to calculate all non-USD billing. This means that the exchange rate published on the day each respective monthly invoice is created will be the exchange rate used to appropriately convert the invoiced amounts from USD to the applicable currency. Exchange rate adjustments will not be deemed a rate adjustment.

4. Security Obligations.

4.1 Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer data from unauthorized access, use, or disclosure. The program includes formal information security policies and procedures, which are reviewed annually and updated as necessary to address evolving threats. The security measures of the information security program generally apply to Lumen's systems, facilities and standard services and certain measures may not apply or may be applied differently to customized services, configurations, or environments ordered or as deployed by Customer. Lumen will maintain its information security program in accordance with applicable state, federal and international laws and regulations governing the privacy and protection of data ("Privacy Laws"). Lumen, or its underlying provider, has completed an AICPA sanctioned Type II audit report (i.e., SSAE18/ISAE3402 SOC 1 or AT-101 SOC 2) for applicable Services in certain data centers and intends to continue to conduct audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report (or a summary of it) annually upon request, which report is Lumen Confidential Information. Customer may make reports available to its End Users subject to applicable confidentiality terms.

4.2 Lumen will not disclose, modify, or access Customer Data, except: (a) as authorized by Customer in connection with the operation of the Services, including requests for support, incident resolution, or to access or use certain tools, features, or functionalities

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

of particular Services; (b) as necessary to provide the Services to Customer, including complying with reasonably and lawful instructions communicated to Lumen, to prevent or address technical problems, or to otherwise comply with the Agreement; or (c) as necessary to comply with subpoenas, court orders or Privacy Laws. To the extent Lumen accesses or handles Customer information, including personally identifiable information, it will do so only as necessary to provide the Services, perform under the Agreement and to comply with applicable law and Privacy Laws, including: (a) configuration, technical, operational and usage data relating to the performance and use of the Services; (b) business contact and similar information necessary for administering the business relationship and Agreement between the parties; and (c) account information required to manage the Services, provide notices, and handle Service invoicing and remittance. Lumen may disclose such information to its affiliates, vendor and subcontractors only as may be required to provide the Services and/or to comply with its contractual obligations, subject to privacy and confidentiality protections no less protective than those in the Agreement or Service Attachments. Lumen may also transfer such information between its operating jurisdictions, including to the United States, solely for the purposes described in this Section.

4.3 Customer understands and acknowledges the Services are not designed to any specific security requirements and are not suitable for regulated content, including for the transmittal, storage or maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other personal or sensitive information. Customer warrants and represents that it will not use the Services to maintain, transmit or store protected health information and agrees to indemnify, defend and hold Lumen and its affiliates harmless from and against any actual or alleged claims related to or arising out of Customer's use of the Services for such purpose.

4.4 Customer agrees that it has adopted and implemented, and will maintain, a corporate information security program designed to protect its Customer Data from unauthorized access, use, or disclosure. Customer is solely responsible for properly selecting, configuring and using the Services, and taking its own steps to maintain appropriate security, protection and backup of applicable content, information or Customer Data, including encrypting Customer Data or other applicable content. Customer acknowledges that the Customer environment may be configured with varying degrees of security and further acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner. and no security requirements or obligations of Lumen related to any other Lumen Service, including FedRAMP, NIST, FISMA, or other security platforms will apply.

4.5 Customer is responsible for: (a) ensuring that it has provided all requisite notices, obtained all requisite consents and otherwise secured any necessary rights for any Customer Data and other Customer information; (b) determining the legal suitability of the Services in light of the type of Customer Data involved; and (c) its and its end users use of the Services in compliance with applicable law, including Privacy Laws.

5. Equipment.

5.1 Customer Provided Equipment. Customer is responsible for selecting, supplying, installing and maintaining Customer equipment used to access the Services or used in connection with the Services, including any systems, or hardware. Customer: (a) will ensure all equipment, hardware and systems are up to date and supportable; and (b) understands that if any Customer Equipment impairs its use of the Service, Customer will remain liable for applicable charges and any otherwise applicable Service Level will not apply.

5.2 Lumen Equipment. If Lumen Equipment is installed on a Customer premise or third-party location contracted by Customer:

5.2.1 Lumen or in certain jurisdictions, a Lumen supplier will hold title to the Lumen Equipment. Customer will keep all Lumen Equipment free of liens and will not allow any liens, encumbrances, or claims to be levied against the Lumen Equipment. Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Lumen relating to the Lumen Equipment.

5.2.2 Customer will retain the risk of loss for, loss of (including, without limitation, loss of use), or damage to, Lumen Equipment, Customer will inform Lumen as quickly as possible and in not less than 24 hours following damage to Lumen Equipment, including during pre-installation storage and will, within 30 days of invoice, reimburse Lumen for (i) replacement value of Lumen Equipment as new at then current prices if the equipment is not capable of repair (as determined by Lumen), or (ii) the repair cost.

5.2.3 Customer will not: (i) change, remove or obscure any labels, plates or insignia, lettering or other markings placed on the Lumen Equipment; (ii) repair, replace or make physical modifications to Lumen Equipment without written authorization from Lumen or Lumen's supplier; or (iii) alter, disconnect, tamper with, restrict access to, or move the Lumen Equipment from the designated address unless otherwise approved in writing by Lumen.

5.2.4 Customer will: (i) have and maintain all rights, authorizations and consents necessary to enable Lumen to operate and maintain the Lumen Equipment; (ii) at its expense, provide suitable space and proper environmental conditions as recommended by Lumen, including power supply, rack space, HVAC, cabling, lighting necessary for the installation, operation or maintenance of the Lumen Equipment, including cabling for connectivity between Lumen Equipment and the Lumen network devices; (iii) will ensure that exterior surfaces are kept clean and in good condition; (iv) provide Lumen with reasonable access inspection and maintenance; (v) assure Customer premises comply with safety and health standards consistent with industry standards; (v) maintain adequate security policies and procedures for the Lumen Equipment, network or applications which interface with the Lumen Equipment; (vi) timely provide Lumen and its suppliers with any needed Customer completed import/export documentation and undertakings (including but not

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

limited to acting as the importer of record if requested by Lumen or its suppliers); and (vii) upon any expiration or termination of the applicable Service, Customer will, at the option of Lumen, return the Lumen Equipment at Customer's expense, or provide all necessary cooperation to allow Lumen to remove the Lumen Equipment from any Customer location(s).

5.2.5. Upgrades. Lumen may periodically upgrade the Lumen Equipment. If Lumen Equipment is located on a Customer premise, Customer must allow Lumen to make these changes within five business days of receipt of the request from Lumen, or Lumen's obligation to provide the applicable Service in accordance with this Service Exhibit will be suspended until Customer grants Lumen the access required to make changes. Lumen will use commercially reasonable efforts to notify Customer' technical point of contact prior to emergency changes.

6. Cancellation; Termination; Default. This Section 6 applies in lieu of any other cancellation and termination section, including any available rights of termination that may be in the Agreement.

6.1 Suspension. Lumen may suspend the affected Service immediately in the event Lumen has a good faith belief that suspension is reasonably necessary to mitigate damage or liability that may result from Customer's continued use of the Service. In the event Lumen exercises its right to suspend Customer's access to Services, during the period of suspension: (a) Lumen will not take any action to intentionally erase any Customer Data; and (b) applicable charges, including storage charges but not usage charges, if any, will continue to accrue.

6.2 Cancellation. If Customer terminates an ordered Service prior to its Service Commencement Date, Customer will pay a cancellation fee equal to one (1) month's projected MRC or usage, plus all out-of-pocket costs incurred by or imposed upon Lumen (e.g., ordered equipment, licenses, carrier termination charges).

6.3 Termination. Month to month Services are terminable at any time upon thirty (30) days prior written notice. Unless otherwise provided in a Service Schedule, if a Service with a term greater than one month is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than Lumen's default and prior to the conclusion of the applicable Service Term, then Customer will be liable for: (a) Service charges accrued but unpaid as of the termination date; (b) any out-of-pocket costs incurred by or imposed upon Lumen (e.g., ordered equipment, licenses, carrier termination charges); and (c) an early termination charge equal to 50% of the then current MRC, NRC, and usage charges for the affected Services multiplied by the number of months remaining in the Service Term.

6.4 Effect of Termination. Customer's access to the applicable Services will end as of the effective date of expiration or termination of any Service and Lumen will not be responsible for assisting Customer with any transition to an alternative provider. Customer use of any on premise or virtual network appliance(s) and/or other Lumen provided software must immediately cease and all instances must be deleted as of the effective date of termination. Lumen is not responsible for any Customer Data stored or remaining on Lumen infrastructure as of the effective date of termination. Lumen's enforcement of this provision will survive the termination of the applicable Services.

7. Scheduled Maintenance. This section 7 applies in lieu of any other scheduled maintenance and local access provisions that may be included in the Agreement. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair. Scheduled maintenance windows are identified in the applicable Service Attachment or Website.

8. Liabilities; Disclaimer.

8.1 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under the applicable Service Schedule in the twelve (12) months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). Notwithstanding the foregoing, any Security Services provided under the Service Schedule- Security Services will have a sub cap of six (6) months.

8.2 Additional Disclaimer of Warranties. LUMEN MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES PERMITTED UNDER APPLICABLE LAW. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT, THAT PERFORMANCE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURITY INCIDENT FREE, THAT ANY HARDWARE OR SOFTWARE WILL BE ERROR FREE OR COMPATIBLE WITH CUSTOMER SYSTEMS, THAT SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, THAT ANY SERVICES PERFORMED COMPLY WITH OR SATISFY ANY APPLICABLE GOVERNMENTAL OR INDUSTRY DATA SECURITY OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, CORRUPTED, ALTERED OR ACCESSED, INCLUDING TRANSMISSION BETWEEN LUMEN INFRASTRUCTURE AND/OR CUSTOMER'S OWN OR CONTRACTED INFRASTRUCTURE OR CUSTOMER ERRORS OR OMISSIONS IN SELF-PROVISIONING SERVICE. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES. Any obligation of Lumen to defend, indemnify or hold Customer harmless for any intellectual property related claims as may be set forth in the Agreement are hereby disclaimed in their entirety by Customer with respect to the Services.

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

9. Notices.

9.1 Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Lumen may also contact Customer via e-mail at the e-mail address provided to Lumen when Customer ordered the Service, and such email may include instructions for use of a private website for posting of such notices, for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide Lumen with any change to its email address.

9.2 Service Notice. All Customer notices for Service disconnect and termination must be sent via email to Lumen at: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective thirty (30) days after Lumen's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided in writing to its Lumen sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Service Exhibit may result in continued charges, and Lumen will not credit charges for such noncompliance.

10. Intellectual Property; Software.

10.1 Intellectual Property. Lumen intellectual property and proprietary rights include skills, know-how, modifications, software or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology or equipment of the other party or its licensors. Nothing in this Service Exhibit or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

10.2 To the extent required by Lumen to provide certain Services, Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use, process and execute Customer Technology, and to sublicense Customer Technology to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen.

10.3 Lumen Provided Software.

10.3.1 Lumen grants to Customer a limited, nonexclusive, non-transferable, non-sublicensable, revocable, worldwide, subscription-based license during the Service Term to install, test, and use the object code version of any software provided by Lumen to Customer ("Software") for Customer's internal use solely in connection with the Services provided under this Service Exhibit and strictly in accordance with all applicable licensing terms and conditions.

10.3.2 Customer acknowledges the Software and Lumen Equipment may contain software or firmware licensed from third parties ("Third Party Software"). Customer agrees that Third Party Software, including any corresponding documentation, will be used strictly in accordance with applicable licensing terms and conditions, as may be updated from time to time or in accordance with mandatory pass through terms or EULAs which, if applicable may be identified in the applicable Supplemental Terms. All rights in and to any Third-Party Software are reserved by and remain with the applicable third parties. In addition, Customer consents to the installation of Third-Party Software on Customer owned and managed systems and agrees to provide appropriate permissions or consent for Lumen to perform the Services. Lumen is not responsible for any hardware issues arising from or related to the installation of Third-Party Software. Lumen makes no representations or warranties whatsoever regarding Third Party Software. Notwithstanding anything to the contrary in the Agreement, Lumen will have no obligation to defend, indemnify or hold Customer harmless, or otherwise liable to Customer in any way, for any claims of infringement of patent, copyright or other intellectual property right related to or arising from the Third Party Software.

10.3.3 Customer will not authorize any third party to use the Lumen Equipment or Software, including without limitation the Lumen APIs. Customer will not use, distribute or modify the Software or Lumen Equipment in any manner that would require that any Software or Lumen Equipment, components of it, or other intellectual property of Lumen or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients.

10.4 Customer Provided Software. If Customer elects to, or if the underlying Service purchased by Customer permits Customer to, use (including and/or making available to End Users) Customer provided and/or licensed software in connection with the Services, including on Lumen Equipment, Customer is solely responsible for (a) selecting, licensing, installing, maintaining software; (b) ensuring adherence to current technical documentation, up to date versions, all applicable licensing terms, requirements, and/or restrictions; and (c) ensuring it has the legal right to use the software in this manner and that Lumen has all necessary permissions to patch and/or provide other managed Services in reliance on Customer's license if required as part of the Service. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability from it. In addition, Lumen reserves the right to require an upgrade or migration, the purchase of additional services and/or charge additional fees at its discretion for continued use of software that does not comply with the above requirements.

10.5 Open Source. Certain Software and Lumen Equipment may include open source software and/or publicly distributed software (each, "open source software"), each of which is a separate and independent work and is subject to its own or open source or public

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

license agreement ("Open Source License Agreement"). Customer agrees that open source software is licensed to Customer from the original licensor (and not Lumen) under, and are subject to, the terms of the applicable Open Source License Agreement, which Customer agrees to. Nothing in this Service Exhibit will limit Customer's rights under, or grants Customer any rights that supersede or expand, the terms and conditions in the applicable Open Source License Agreement. For clarity, this Service Exhibit is not intended to change or restrict the terms of any Open Source License Agreement, and Lumen does not seek to restrict, or receive compensation for, the copying or redistribution of open source software, which is otherwise freely re-distributable to third parties.

10.6 Export. Customer will not export the Software or the Lumen Equipment outside the country that Lumen provides the Software or Lumen Equipment to Customer in, or otherwise conduct an "deemed" export as described under the Export Administration Regulations (i.e., Section 734.13), without providing notice to Lumen and receiving Lumen's prior written authorization.

11. Feedback. In the event Customer elects to communicate to Lumen suggestions for improvements to the Software or Service ("Feedback"), Lumen will own all right, title and interest in and to the Feedback, even if Customer has designated the Feedback as confidential, and Lumen will be entitled to use the Feedback without restriction. Customer irrevocably assigns all right, title, and interest in and to the Feedback to Lumen and agrees to provide Lumen such assistance as it may require to document, perfect and maintain Lumen's rights to the Feedback.

12. Customer Responsibilities. Customer's failure to meet the responsibilities in this section, and any additional responsibilities identified in an applicable Service Schedule, may result in Lumen's inability to provide the Service(s) to Customer and Lumen will not be liable for any failure to perform, including any SLAs in the event of Customer's failure.

12.1 Customer represents that Customer is not (a) located in, under the control of, or a national or resident of any country or territory to which export is prohibited under the laws of any country in which Lumen operates, or (b) on the U.S. Treasury Department List of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

12.2 Customer agrees that: (a) it will provide accurate and complete information as requested by Lumen in connection with its registration or request for Services; and (b) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorized to do so and to legally bind Customer; (c) safeguard the Services so as to ensure that no unauthorized person will have access to it or allow access beyond the authorized number of subscribers, and that no persons authorized to have access will make any unauthorized use; (d) maintain at all times during the Service Term, current customer information to serve as a technical point of contact available 24x7 with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable Lumen systems; (e) it is solely responsible for and Lumen will have no liability for establishing, maintaining and resolving issues with any network connectivity provided by Customer. Unless public Internet access is included as part of the applicable Service and SLA, any issues with network connectivity provided by Lumen will be resolved in accordance with the terms and conditions associated with such connectivity and are outside the scope of these Services.

12.3 Portal Use. Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials") and is solely responsible for all activities that occur under the Credentials, including access to content. Customer agrees to notify Lumen promptly of any actual or suspected unauthorized use of any Credentials. Lumen reserves the right to terminate upon notice any Credentials that Lumen reasonably determines may have been accessed or used by an unauthorized third party. For added security, Lumen recommends two-factor authentication in conjunction with all Credentials.

12.4 Unauthorized Testing. Customer will not attempt, permit or instruct any party to take any action that would reduce the effectiveness of Service or any devices used to deliver Lumen services. Without limiting the foregoing, Customer is specifically prohibited from conducting unannounced or unscheduled test firewall attacks, penetration testing or external network scans on Lumen's network and infrastructure without the prior written consent of Lumen.

12.5 Lumen is not responsible for the Service or the SLA if any network, system or security changes by Customer affect the infrastructure or monitoring capability of Lumen.

13. Acknowledgements.

13.1 Lumen's SLAs only apply to the respective vendors' supported configurations, operating systems or software at the time SLA support requests are triggered. If any configuration or version is identified as "unsupported" by a vendor, a service level objective ("SLO") in lieu of any other applicable SLA will apply. Lumen reserves the right to charge the Customer for any support, upgrades or additional tasks/work incurred, resulting from Customers continued use of unsupported configuration. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable.

13.2 Customer acknowledges that all third-party components of the Service are subject to the applicable vendor's decision to (i) not continue to provide or renew the Service with Lumen and/or (ii) modify or end of life a component(s). If any of the foregoing occurs, Lumen will use commercially reasonable efforts to migrate Customer to another comparable Lumen service at any time. Such migration will occur without regard to Customer's current Service Term.

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

13.3 Lumen reserves the right to make any updates, error corrections, bug fixes, and other related modifications to the Services at any time upon notice posted on the Website.

14. Definitions.

"API" means a Lumen provided Application Programming Interface.

"Customer Data" means any data, content or information of Customer or its end users that is stored, transmitted, or otherwise processed using the Lumen Services. Lumen's obligations with respect to such Customer Data will be exclusively governed by the Security Obligations Section 4.1 and are further subject to all Limitation of Liability provisions of this Service Exhibit, the Service Schedule and the Agreement.

"Customer Technology" means the technology, and other information of Customer and its licensors, including Customer's operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

"End User" means Customer's members, end users or any other third parties who use or access the Services or access Lumen's network or data centers via the Services.

"Lumen Equipment" means certain Lumen-provided equipment or hardware (e.g., servers, switches, etc.) and related operating software that Customer may access or use either within Lumen infrastructure or installed on a customer premise. Certain Lumen Equipment may be used for the purpose of connecting a Customer endpoint to Lumen managed hosting data center(s) for the delivery of managed services. All Lumen Equipment will be owned or licensed and maintained by Lumen or its suppliers.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Portal" means access to the online graphical user interface(s) system utilized in conjunction with the Services. Portal may also refer to interface that Lumen uses to provide services to customers. Certain Portals facilitate order processing, provisioning, management and monitoring, change management, billing, customer support/ticketing and reporting.

"Service Commencement Date" means, for purposes of this Service Exhibit, the date Lumen begins billing for a Service and is the earlier of (a) the date on which Customer uses the Service; (b) the date Lumen notifies Customer in writing that the initial installation or a usable part of it is complete; or (iii) the date the Service is activated by Lumen or Customer. The Service Commencement Date will apply in lieu of any other Customer Commit Date, Connection Notice, or similar language in the Agreement. No acceptance period applies.

"Service Guide" (or "SG") means the product-specific Service guide that includes technical descriptions which Lumen may modify from time to time, effective upon posting on the applicable Website. References in the SGs to the CenturyLink TS Services Exhibit will mean this Hybrid Technologies Service Exhibit.

"Service Order" or "Order" means a service order request submitted on a form issued by Lumen and signed by Customer that includes the type and details of the specific Services ordered by Customer. A Service Order may also refer to the online acceptance of self-provisioned Services.

"Service Schedule" means the additional product specific terms for the particular Hybrid Technology Service(s) purchased by Customer. Service Schedules do not apply unless and until Customer purchases the applicable Service.

"SLA" or "SLA Attachment" or "Service Levels" means the service level agreement applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any nonperformance, Service deficiencies, outages, interruptions or failures of any kind. SLAs may be updated from time to time upon posting on the applicable website referenced in the Service Schedule(s).

"Supplemental Terms" means the additional terms and conditions for particular Services provided pursuant to a Service Schedule, as may be updated from time to time, effective upon posting.

"Website" means either www.ctl.io or www.lumen.com as applicable or a successor website and as more specifically noted in the applicable Service Schedule.

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

SERVICE SCHEDULE: HOSTING SERVICES

The services covered by this Service Schedule are the Hosting services provided by Lumen to Customer from time to time (collectively, "Hosting Services" or "Services"). Hosting Services include but are not limited to: Intelligent Hosting, Foundation Hosting, CenturyLink Private Cloud on VMware Cloud Foundation, Dedicated Cloud Compute, Edge Hosting Environment, Data Protect Backup and Data Protect Backup - Dedicated, Lumen Private Cloud for VMware Cloud on AWS, Hosted Area Network (HAN), Unified Storage, Managed Disaster Recovery, various Managed Application Services, and various Managed Database Services. Not all Hosting Services are available in all regions or countries and are subject to availability of adequate capacity and Lumen's acceptance of a signed Service Order.

1. Customer's use of Services is subject to the applicable Service Guides located at www.lumen.com/service-guides and the applicable Lumen Service Level Agreement and Supplemental Terms available at <https://www.ctl.io/legal/hosting-services/>.
2. Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"), at the conclusion of which the Service will automatically renew for 12 month periods, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term.
3. **Change Management.** All changes to the Lumen managed applications, systems, network and facilities are subject to Lumen's change management process. This change management process is intended to confirm that changes are reviewed for completeness (risk assessment, completed test procedure, metrics for measuring progress, back out procedure, etc.) and accuracy prior to scheduling and implementation. Hardware upgrades, such as increasing RAM or increasing storage, can be performed by Lumen for an additional fee.
4. **IP Addresses.** Lumen will use good faith efforts to assign Internet address space for the benefit of Customer during the Service Term. Any IP addresses and space provided to Customer by Lumen are solely for Customer's use with the Service and are non-portable and non-transferable and are subject to Lumen's IP policies. Neither Customer nor any end user will own or route any IP addresses or space provided by Lumen, and, upon any termination of Service, Customer's access to such IP addresses and space will cease. "IP Address" means a numerical identification (logical address) that is assigned to devices participating in a computer network utilizing the Internet Protocol for communication between its nodes.
5. Lumen will update Lumen provided software with recommended security patches, updates or hot-fixes and will address the overall integrity and performance of servers. Security threats are evaluated, verified and tested before a patch is recommended to customers. Sometimes a reboot is necessary when a patch is distributed and installed, which Lumen will conduct during maintenance hours or coordinate with the Customer. Customers must approve patches or updates prior to them being applied to their environment; however, Lumen is not responsible for any failure in the service, including SLAs if a Customer does not approve the installation of necessary patches or updates. Software upgrades are not included as part of the standard Service but can be quoted and implemented for an additional fee.

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

SERVICE SCHEDULE: SECURITY SERVICES

The services covered by this Service Schedule are the Security Services (collectively, "Security Services" or "Services") associated with Customer's Hosting, Bare Metal as a Service or Cloud Application Manager services provided by Lumen to Customer from time to time under separate Service Schedules. Security Services include but are not limited to: Managed Firewall Services including Intrusion Protection Services, Virtual Firewall Services, DDoS Mitigation Services, File Integrity Monitoring, and Security Log Monitoring Services. Not all Security Services are available in all regions or countries and are subject to availability. This Service cannot be resold or utilized by any third party for their End Users.

1. Customer's use of Services is subject to the Service Guides located at www.lumen.com/service-guides/. In addition to the Service Guide, Security Log Monitoring Services are also subject to the SLA and Supplemental Terms located at <https://www.ctf.io/legal/security-log-monitoring/supplemental-terms/>.

2. **Term; Renewal.** Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"), at the conclusion of which the Service will automatically renew for 12 month periods, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any automatic renewal terms are collectively the Service Term.

3. Non-standard installations (as identified by Lumen in its reasonable opinion), may require extended provisioning intervals and/or additional costs.

4. Customer will submit a sufficiently detailed description of any test plan to Lumen in advance. The test plan must adhere to any applicable testing standards or procedures provided by Lumen. Lumen may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. Lumen will not respond to any security-related alarms during a scheduled testing period. Lumen will have no responsibility whatsoever for any loss or outages during a Customer test, including any otherwise available service credits. Customer agrees that neither it nor its agents will engage in any destructive or otherwise harmful testing.

5. The Services provided under this Service Schedule are a supplement to Customer's existing security and compliance frameworks, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services accurately and completely, the Services are provided "as-is". Lumen does not and cannot guarantee or warrant that Lumen will accurately identify all risks, potential security and/or compliance gaps, that Services will be security incident free or that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's security and/or compliance related objectives. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services.

6. Customer should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided in this Service Schedule is a supplement to Customer's existing security and compliance frameworks and tools utilized to minimize loss or theft of information and disruption of services, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services under this Service Schedule accurately and completely, the Services are provided "as-is", except to the extent an applicable SLA or SLO applies. Lumen does not and cannot guarantee or warrant that Lumen will accurately identify all risks, potential security and/or compliance gaps, or that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's security and/or compliance related objectives. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services

7. Customer consents to Lumen collecting and compiling system and security event log data to determine trends and threat intelligence. Lumen may associate this security event log data with similar data of other Customers so long as such data is merged in a manner that will not in any way reveal the data as being attributable to any specific Customer.

8. Lumen is obligated to log backup and storage only during a Customer's committed Service Term, including renewal terms. If the retention period selected extends beyond the Customer's Service Term or if Customer or Lumen terminate the Services prior to the end of the retention period selected, Customer acknowledges that Lumen has no

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

further obligation to back up and store any Customer metrics or data after Agreement expiration or termination and Lumen will automatically delete all logs, including backups that constitute Customer data. Customer acknowledges and consents that it is solely Customer's responsibility to make copies of or obtain the logs and any other Customer data prior to expiration or termination.

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

The services covered by this Service Schedule are the Cloud Application Manager services provided by Lumen to Customer from time to time (collectively, "Cloud Application Manager Services" or "Services") and included on www.ctl.io (the "Website"). Cloud Application Services include but are not limited to Managed Services Anywhere and Platform Advisory Support. Not all Services are available in all regions or countries and are subject to availability.

1. Additional Terms of Use: Customer's use of Services is subject to acceptance by Customer of the Cloud Application Manager Supplemental Terms, at <https://www.ctl.io/legal/cloud-application-manager/supplemental-terms/>, the Service Guide, available at <https://www.ctl.io/legal/cloud-application-manager/service-guide/>, and the Service Level Agreement, available at <https://www.ctl.io/legal/sla> and the terms of use required by any applicable CSP.

2. Service Description. Cloud Application Manager is an orchestration platform that enables the Customer to automate deployment of applications, enable cost control and user governance, auto scale applications and manage applications and infrastructure across public and private clouds. Customer's right to use the Cloud Application Manager Service is limited to Customer's internal business operations. No resale of Cloud Application Manager Service is permitted.

3. Restrictions. Customer will not (a) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer access to Cloud Application Manager and/or any third party provided software or applications to any third party; or (b) make any copy of or otherwise reproduce any instance of Cloud Application Manager (or any of the browser screens comprising user interface) except for those copies necessarily made by the personal computer and Internet browser that are running Cloud Application Manager.

4. Additional Customer Responsibilities. In addition to Customer responsibilities identified in the Service Exhibit, Customer will be solely responsible for: (a) providing and maintaining, at all times during the Service Term, the Internet access necessary for Customer's use of the Cloud Application Manager; and (b) properly configuring and using the Cloud Application Manager.

5. Security. Customer is solely responsible for implementing reasonable security measures, properly configuring and using the Service, and taking its own steps to maintain appropriate security, protection and backup of applicable content, information or Customer Data, which may include the use of encryption technology to protect content, information or Customer Data from unauthorized access and routine archiving. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce their security, notwithstanding anything else to the contrary, Customer acknowledges that it and not Lumen will be responsible for whether the Cloud Application Manager and Customer environment are configured in a secure manner and no security requirements or obligations of Lumen related to any other Lumen Service, including FedRAMP, NIST, FISMA, or other security platforms will apply. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Application Manager Service is used or accessed by Customer or its authorized users.

6. Rates/Charges.

6.1 Customer will pay all applicable rates and fees associated with the individual Service ordered by Customer. Customer acknowledges and agrees that notwithstanding any \$0.00 USD or currency equivalent noted on a Service Order, Customer agrees to pay charges based on Customer's actual use of the Services. All rates and fees associated with the Services are posted in USD within the billing module of Cloud Application Manager. Cloud Application Manager Services will be billed monthly in arrears in the local currency equivalent selected by Customer.

6.2 Lumen may increase fees for any existing individual Cloud Application Manager Services or remove any material service offering by providing not less than sixty (60) days' notice prior to the effective date of such increase and/or removal of material services by posting on the Website. If Lumen is charged any fee or assessment by a Cloud Service Provider due to any reason associated with the Customer, Lumen reserves the right to charge Customer for such fees or assessments.

6.3 Pay for Use Services subject to a monthly revenue commit will be invoiced either (a) the actual revenue commitment if actual usage is less than the commitment; or (b) the actual usage if actual usage is greater than the commitment.

7. Term; Termination.

7.1 Term. The Initial Service Term of any Cloud Application Manager Service not subject to a Managed Services

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

Anywhere Term Commit will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to access and use the Service (i.e. month to month). The Initial Service Term of any Cloud Application Manager Service subject to a Managed Services Anywhere Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Service Order.

Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, at the conclusion of the committed Initial Service Term, the Services will renew on a month-to-month basis at then current Service rates assuming no minimum spend or term commitment continues unless Customer, prior to expiration of the committed term signs a new Service Order with a new Managed Services Anywhere Term Commit.

7.2 Termination. Notwithstanding anything to the contrary in the Agreement or Service Exhibit, if any Cloud Application Manager Service subject to a MMSC is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the conclusion of an applicable Service Term, then Customer will be liable for: (i) an early termination charge equal to 100% of the then current MMSC (as identified on the applicable Service Order) multiplied by the number of months remaining in the Managed Services Anywhere Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

7.3 Customer is responsible for providing notice of termination for any Services ordered under this Service Schedule to Cloud Application Manager Support to ensure any applicable monthly recurring billing charges are terminated. Customers utilizing Cloud Application Manager via an on-premise virtual network appliance must immediately cease use of and delete all instances of the software as of the effective date of termination. Lumen's enforcement of this provision will survive the termination of the Services and/or Service Schedule.

8. Cloud Service Provider. The following additional provisions will apply if Customer elects to purchase CSP services from Lumen.

8.1 Customer acknowledges and agrees that certain CSP services are not available in all geographical locations, markets or customer segments. Lumen reserves the right to restrict access to certain CSPs at its discretion and/or as directed by the applicable CSP. A current list of available CSPs enabled through Cloud Application Manager is available at ctl.io. Lumen will bill Customer for use of CSP services. The terms and conditions in this Service Schedule and the additional terms associated with CSP resale as identified in the Supplemental Terms and/or included as a click to accept as part of the sign up process govern Customer's access to and use of the CSP Services. In no event will Lumen provide CSP Services without the Customer first having agreed to the terms as required by the applicable CSP.

8.2 Lumen's enablement of any CSP provided cloud service is subject to and contingent upon acceptance by the applicable CSP. In addition to the provisions of the Service Exhibit, Customer authorizes Lumen to collect and share certain Customer information with partner CSPs for the purposes of assistance in setting up accounts, complying with CSP license terms and/or in connection with monitoring for and responding to misuse or suspected misuse of the Services by Customer. The information required to be collected and shared by Lumen may vary by CSP.

8.3 Lumen, on behalf of itself or an applicable CSP, reserves the right to immediately suspend or terminate the Services (and availability of any CSP offering) upon notice in the event Lumen (or the CSP) reasonably determines, becomes aware of or suspects misuse of the Services (or CSP offering) by Customer, if any use or action or suspected use or action exposes or threatens to expose Lumen (or the CSP) to liability, obligation, security risk, violation of law or breach of its underlying agreement with the applicable CSP.

8.4 Lumen will have no liability for any credits and/or any damages whatsoever arising from or related to the services provided by a CSP or any failure, interruption, suspension or termination of services provided by a CSP or any failure of security standards implemented by a CSP (including any failure that results in the unauthorized disclosure of Customer Data). Customer's sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP. Notwithstanding anything to the contrary in this Service Schedule or the Agreement, Lumen will not be obligated to indemnify Customer for any reason, including for claims for damages, liabilities, credits or expenses arising from, related to or alleged to have been caused by the performance or nonperformance of services by a CSP, the negligence or willful misconduct by a CSP or for any interruption, failure or termination of services provided by a CSP. If Lumen is charged any fee or assessment by a Cloud Service Provider due to any reason associated with the Customer, Lumen reserves the right to charge Customer for such fees or assessments.

9. Indemnity. Customer will indemnify, defend and hold harmless Lumen, its affiliates and licensors from and against any losses arising out of or relating to any third party claim concerning (i) Customers' or its users use of the

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

Service and/or any CSP offering in a manner not authorized by this Service Schedule and/or any unauthorized use or access of the Service; (ii) alleged infringement or misappropriation of any third party rights by Customer or any users who access the Service through Customer.

10. Definitions.

“Cloud Service Provider” or “CSP” means a company offering a component of cloud computing (typically Infrastructure as a Service (IaaS) or Software as a Service (SaaS)) to other businesses or individuals. Customer may utilize certain CSP services as authorized and made available by Lumen via the Cloud Application Manager and may access a CSP’s service via their own agreement with the CSP or as enabled by Lumen through the Cloud Application Manager.

“Managed Services Anywhere Term Commit” or “MSA Term” means a minimum term commit greater than one (1) month and a minimum Monthly Managed Services Anywhere Spend Commit or “MSA Monthly Spend Commit or “MMSC”. Any applicable MSA Term will be expressly documented in a Service Order. Customers may add/modify/disconnect individual Cloud Application Manager Services at any time at will so long as the MMSC is met.

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

SERVICE SCHEDULE: LUMEN EDGE BARE METAL

The services covered by this Service Schedule are the Lumen Edge Bare Metal Services provided by Lumen to Customer ("Services").

Additional Terms of Use: Customer's use of Services is subject to the Supplemental Terms, at <https://www.ctl.io/legal/lumen-edge-bare-metal/supplemental-terms/> and the SLA Attachment applicable to the Service is available at <https://www.ctl.io/legal/lumen-edge-bare-metal/sla/>.

1. Service Description.

Lumen Edge Bare Metal or ("Edge Bare Metal") is a pay for use service in which Customer may purchase the use of a dedicated server provided by Lumen. Customer may elect an operating system(s) from the selections made available from Lumen that may be updated from time to time. Available operating systems, including any required third-party pass-through terms or EULA's are identified in the Supplemental Terms. Servers have fixed CPU, RAM (i.e. memory) and storage configurations to select from during the server build process. All other applications, additional storage, security policies (i.e. firewalls, encryption at transit and at rest), software and connectivity other than shared public Internet connectivity are the sole responsibility of Customer; and if purchased from Lumen, will be subject to separate terms and conditions and pricing. Service includes use of the Edge Orchestrator Portal, public Internet connectivity, and API's for provisioning and management.

Each server is a portion of the larger pool of pre-installed and integrated compute, storage, and public Internet connectivity. The Customer can select the size of the server and select from a range of Lumen provided templates as a baseline to configure the operating system. Lumen does not have root or server access to the server and does not have access to any applications, content or data installed on the server.

2. Edge Orchestrator portal. Customer may access the Services via an API or the Edge Orchestrator portal. Lumen may modify the portal or the APIs or may transition to new APIs at any time. Customer's use of the portal and/or APIs are governed by the Agreement, all applicable Service Attachments, and the applicable portal usage terms.

3. Rates/Charges. Customer acknowledges the Service is a pay-for-use service billable on an hourly basis and that any initial Order signed by Customer may show zero-dollar rates since the Customer will not yet have access to the Edge Orchestrator portal to order or build Services at the time of the initial Order. Customer will pay all applicable rates and fees associated with both the individual Service and the quantity of Services ordered by Customer via an API or the portal. All rates and fees associated with the Services are posted on [ctl.io](https://www.ctl.io) or the Portal (collectively, the "Website").

Usage charges consist of all of the following: (i) RAM; (ii) CPU usage; (iii) operating system (if applicable); (iv) storage; and (v) public Internet connectivity. All charges accrue regardless of the operational status of the applicable service (i.e. used, un-used, powered off).

4. Pay for Use Services. Posting on the Website is effective notice for all of the following: (a) Fees and charges for any new Service or new feature of a Service will be effective when the updated fees and charges are posted on the Website; fees for new Services or Service features are not applicable until purchased by Customer; (b) Lumen may increase or add new fees and charges for any existing Services at any time; and (c) All rates and fees are posted in USD on the Website and billed monthly in arrears.

5. Term. The Initial Service Term of any individual Service not subject to an Edge Term Commit will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to have access to the server (e.g. day to day, month to month). The Initial Service Term of any individual Service subject to an Edge Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Service Order. Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, unless, prior to expiration of the Edge Term Commit, Customer signs a new Service Order with a new Edge Term Commit, the Service will automatically renew for month to month terms. Customer's Edge Term Commit as it relates to the minimum monthly usage commitment will continue to apply for each month to month auto-renewal term. Any Customer request to revert to pay-for-use Service upon expiration of the Initial Service Term will be subject to then-current rates.

6. Termination; Effect of Termination. Customer may terminate or shutdown any individual server without liability for early termination charges. If any Service subject to an Edge Term Commit is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

conclusion of an applicable Service Term, then Customer will be liable for: (i) an early termination charge equal to 100% of the then current Edge Term Commit (as identified on the applicable Service Order) multiplied by the number of months remaining in the Service Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

Customer must follow Lumen's termination or shutdown procedures made available in the Edge Orchestrator portal. Failure to provide disconnect, termination and non-renewal notices in accordance with this Section may result in continued charges, and Lumen will not credit charges for noncompliance. Lumen will initiate secure erase upon completion of the termination procedures by Customer. Customer is solely responsible for removing and/or backing up any information, content, or Customer Data prior to initiating termination procedures for applicable servers. If Customer is terminating all Services under this Service Schedule, Customer must also comply with any other applicable Notices provision in the Service Exhibit.

7. Data Preservation. If Lumen exercises its right to suspend Customer's access to Services, during the period of suspension (a) Lumen will not take any action to intentionally erase any content and/or stored Customer Data; and (b) applicable usage charges will continue to accrue.

8. Security. Customer is solely responsible for properly configuring and using the Service and implementing reasonable security measures to maintain appropriate security, protection and backup of Customer Data, applications or information, which may include the use of encryption technology to protect Customer Data from unauthorized access. Lumen may assist with initial configuration and monitoring subject to the purchase of certain Managed Services. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce security, notwithstanding anything else to the contrary in any Service Attachment or the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner and no security requirements or obligations of Lumen related to any other Lumen Service, including FedRAMP, NIST, FISMA, or other security platforms will apply. In addition, Customer is solely responsible for compliance related to the manner in which the Service is used or accessed by Customer or its End Users.

9. Authorization. Customer represents and warrants that: (i) the information Customer provides in connection with Customer's registration for the Services is accurate and complete; (ii) if Customer is registering for the Services as an individual, that Customer is at least 18 years of age and has the legal capacity to enter into this Agreement; and (iii) if Customer is registering for the Services as an entity or organization, (a) Customer is duly authorized to do business in the country or countries where Customer operates and is an authorized representative of Customer's entity, and (b) Customer's employees, officers, representatives, agents or others accessing the Services or building additional servers or adding additional Services via self-serve or fulfilling other actions made available on its behalf through the Edge Services portal are duly authorized and have full legal capacity (and are therefore, where applicable or required by local law or regulation, granted special, ample and sufficient power of attorney) to do so and to legally bind Customer to this Agreement and all transactions conducted under Customer's account. Customer may only use the Services to store, retrieve, query, serve, and execute Customer Data that is owned, licensed, or lawfully obtained and processed by Customer.

10. Disclaimer. Lumen reserves the right to make new functionality, products, and services available on the Lumen Edge Computing Solutions platform as "beta" offers. For any offer labeled as "beta", the Beta Program provisions of the Supplemental Terms will apply.

11. Customer Responsibilities.

11.1 Customer is responsible for ensuring that it has all appropriate permissions to install any Customer provided software and application on the virtual service. Customer is also responsible for enabling Lumen management access, if included as part of the Service.

11.2 Firewall. By default, all external network access to servers in the Service is turned off by firewall policy. Users may open external access to servers by creating the appropriate firewall policy. Users are responsible for the security implications of the firewall rules they create.

12. Definitions.

"Edge Term Commit" means a minimum term commit greater than one (1) month and a minimum monthly usage commit. A Customer with an Edge Term Commit whose Initial Service Term has expired will automatically continue with the monthly usage commit after expiration of the Initial Service Term. Any applicable Edge Term Commit will be expressly documented in a Service Order. Customers may add/modify/disconnect individual Services at any time at

EXHIBIT A-1a
HYBRID TECHNOLOGIES SERVICE EXHIBIT

will so long as the applicable minimum usage commit is met each month. To the extent actual usage in a month (i) exceeds the usage commitment, Customer will pay the commitment plus the actual usage; or (ii) is less than the revenue or usage commitment, Lumen reserves the right to invoice Customer, and Customer agrees to pay, any shortfall between Customer's actual usage of Service and any minimum usage commitment.

EXHIBIT A-1b
LUMEN CUSTOM SOLUTIONS AND SERVICES SCHEDULE

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

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

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

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

3. Customer Responsibilities.

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

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

3.3 Letter of Agency. If applicable, upon the execution of an applicable SOW, Customer will sign a Letter of Agency giving Lumen the limited authority to directly notify the appropriate vendor for the purpose identified in the Letter of Agency. Customer may terminate this authorization at any time upon notice to Lumen. If applicable, Customer will also provide its vendors with a letter (with a copy to Lumen) acknowledging Lumen’s role as

EXHIBIT A-1b
LUMEN CUSTOM SOLUTIONS AND SERVICES SCHEDULE

Customer's agent solely as it relates to the purpose as specifically identified in such letter of agency. As soon as commercially practicable, Customer will provide Lumen with a copy of any contractual commitments between Customer and its vendor that Lumen must be aware of or comply with in order to dispatch such vendor accordingly.

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

4. Additional Service Limitations and Disclaimers.

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

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

4.3 Intellectual Property; Software.

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

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

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

4.3.4 Third Party Software and Customer Technology. If Customer elects to use Customer provided and/or licensed software in connection with the Services or make such software available to its end users, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software. Customer acknowledges that Customer's failure to perform any of the foregoing responsibilities (a)-(b) may result in Lumen's inability to provide the Services, in which case, Lumen will have no liability for failure to provide such Services. To the extent required by Lumen to provide the Services pursuant to an applicable SOW, Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology

**EXHIBIT A-1b
LUMEN CUSTOM SOLUTIONS AND SERVICES SCHEDULE**

and Content to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen. All right, title and interest in and to any Customer Technology and Content will remain solely with Customer, its affiliates and their licensors. "Customer Technology and Content" means the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

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

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

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

Lumen

CITY AND COUNTY OF DENVER

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

1. General. "Lumen" is defined for purposes of this Service Schedule as Centurylink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation) or Fiber+ Internet. The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth in this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement.

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

2. Services.

2.1 Service Description. Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports. Additional features and functionality may include:

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available. BGP peering is not available for Fiber+ Internet.
- d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
- e. **Basic security service.** Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000.

2.2 Billing Types.

Flat Rate. Service with flat-rate, fixed rate, or tiered billing provides a set amount of bandwidth at a flat-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Commit Plus Burst. For Service provided with burstable bandwidth, the MRC is based on Committed Data Rate ("CDR")/Committed Information Rate ("CIR"). The CDR/CIR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Commit Plus Burst usage is any usage in excess of CDR/CIR. Commit Plus Burst usage charges will apply on a per Mbps basis at the rate stated in the Order. Commit Plus Burst usage charges will be billed on a 95th 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 Data Rate (PDR) or Peak Information Rate (PIR) may apply, which is the maximum available bandwidth.

Billing Arrangement. Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge ("CMUC"), is based on the Committed Data Rate ("CDR") (or the Aggregate Committed Data Rate ("ACDR") or Aggregate Committed Information Rate ("ACIR")). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95th percentile basis across all included ports and charged at the rate stated in the Order.

2.3 Fiber+ Internet Devices. For Fiber+ Internet, Lumen may provide a router ("Device") with stateful firewall for Customer purchase and use with the Service. Devices may be provided on a rental basis with charges included in the Fiber+ Internet monthly recurring charge ("MRC") that applies to the Business Location associated with the Device. "Business Location" means the service address where the Service is ordered. Devices provided by Lumen on a rental basis are subject to the Customer Premise Equipment Addendum. By renting

EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

a Device, Customer agrees to the non-negotiable, online Meraki End Customer Agreement terms and conditions at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html ("Meraki End Customer Agreement"). If a Device is purchased at a Business Location after the beginning of a Service Term, the charges associated with that Device will be assessed as a one-time NRC. Installation for Devices may be purchased separately for a one-time NRC. Any Device used with the Service must be listed on the Lumen Approved Device List for use with the Service. Lumen may add to the Lumen Approved Device List from time to time and the list can be found at <https://www.lumen.com/en-us/networking/business-fiber.html>. All Lumen-provided Devices and any software associated with any Device or which is necessary to utilize the Service via the Device are subject to all applicable terms and conditions set forth by the manufacturer or publisher, available upon request, including but not limited to any end-user license agreements, warranties, and return material authorization policies. Lumen is not responsible for any maintenance or management of Devices utilized by Customer in association with Service. Should Customer utilize Devices not provided by Lumen, Customer hereby releases Lumen from any and all liability relating in any way to those Devices.

As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to any Device following delivery from any cause whatsoever (collectively, "Loss"). Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under this Service Schedule. Where a new Device is purchased due to Loss or damage, Customer will pay: (a) the full replacement value of the damaged Device, and (b) a one-time charge to cover Lumen's cost to ship the new Device. The terms and conditions in this Service Schedule will continue to apply. The replacement Device may or may not be the same model.

2.4 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access. In rare circumstances, Customers may experience bandwidth limitation on a Lumen Internet Services with a single data flow (a continuous sequence of packets from a source to a destination measured over a network link), although PDR could still be achieved over available bandwidth via additional data flows.

2.5 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Lumen Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

2.6 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to arrange Internet Services using third party providers ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, South Korea, Taiwan, Thailand, and Vietnam. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Commit Plus Burst and Billing Arrangement pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.7 Third Party Peer Destined Traffic. If at any time Lumen's provision of High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service to Customer (and/or any of its Affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen will provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes on this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen will provide as much notice as is practicable under the particular emergency condition.

2.8 Intended Use. Any High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance

EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE

within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its Affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen Affiliate, then Lumen, in its sole discretion, will have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

2.9 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types. Construction charges apply if special construction is required to extend Service to the demarcation point. If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. 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.

For Meraki Devices, Meraki makes warranties directly to Customer pursuant to the Meraki End Customer Agreement. Lumen does not make any representations, warranties, or any other commitments regarding Meraki or its products.

In addition to any other disclaimers of warranty stated in the Agreement, Lumen 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 Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with Fiber+ Internet, or that use common network features, have appropriate-security controls. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided under this Service Schedule as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

4. Reserved.

**EXHIBIT A-2
INTERNET SERVICES SERVICE SCHEDULE**

PRICING ATTACHMENT

Dedicated Internet Access Pricing:

Total price below: includes port, access and logical service

Port Speed	Bandwidth (CDR)	5 Year Monthly Rate*
Fast Ethernet (100 Mbps)	10 Mbps	\$285.00
Fast Ethernet (100 Mbps)	20 Mbps	\$308.00
Fast Ethernet (100 Mbps)	30 Mbps	\$332.00
Fast Ethernet (100 Mbps)	50 Mbps	\$380.00
Fast Ethernet (100 Mbps)	100 Mbps	\$475.00

Port Speed	Bandwidth (CDR)	5 Year Monthly Rate*
Gigabit Ethernet (1000 Mbps)	100 Mbps	\$475.00
Gigabit Ethernet (1000 Mbps)	200 Mbps	\$522.00
Gigabit Ethernet (1000 Mbps)	300 Mbps	\$570.00
Gigabit Ethernet (1000 Mbps)	500 Mbps	\$760.00
Gigabit Ethernet (1000 Mbps)	600 Mbps	\$807.00
Gigabit Ethernet (1000 Mbps)	800 Mbps	\$902.00
Gigabit Ethernet (1000 Mbps)	1000 Mbps	\$950.00

Port Speed	Bandwidth (CDR)	5 Year Monthly Rate*
10-Gigabit Ethernet (10000 Mbps)	1000 Mbps	\$1,140.00
10-Gigabit Ethernet (10000 Mbps)	2000 Mbps	\$1,591.00
10-Gigabit Ethernet (10000 Mbps)	3000 Mbps	\$2,071.00
10-Gigabit Ethernet (10000 Mbps)	4000 Mbps	\$2,470.00
10-Gigabit Ethernet (10000 Mbps)	5000 Mbps	\$2,845.00
10-Gigabit Ethernet (10000 Mbps)	6000 Mbps	\$3,211.00
10-Gigabit Ethernet (10000 Mbps)	7000 Mbps	\$3,415.00
10-Gigabit Ethernet (10000 Mbps)	8000 Mbps	\$3,715.00
10-Gigabit Ethernet (10000 Mbps)	9000 Mbps	\$4,005.00
10-Gigabit Ethernet (10000 Mbps)	10000 Mbps	\$4,345.00

*** Pricing is for On-Net Locations Only**

*** New Sites that Require Fiber Construction May Have Increased ICB Rates.**

*** Installation Waived for On-Net locations.**

EXHIBIT A-2a
DDoS MITIGATION SERVICE EXHIBIT

- 1. General.** CenturyLink will provide DDoS Mitigation Service (“Service”) under the terms of the Agreement and this Service Exhibit.
- a. **2. Service Overview; Description.** CenturyLink will provide the Service as more fully described in this Section 2.
- b.
- c. **2.1** The Service consists of managed network-based distributed denial of service (“DDoS”) detection for Customers who receive Qualifying Internet Services from CenturyLink. A distributed denial-of-service attack is one in which many systems attack a single target, thereby causing denial of service for users of the targeted system. This typically results in the loss of network connectivity and services by consuming the bandwidth of the victim network or overloading the computational resources of the victim system. The DDoS Mitigation Service and associated steps or countermeasures are configured to reduce disruption of Customer’s legitimate traffic. There may be geographic restrictions on where CenturyLink can provide the Service. Customer must verify with CenturyLink the availability of the Service in Customer’s desired locations

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

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

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

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

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

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

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

4. Maintenance and Support. CenturyLink may periodically request that the Customer’s traffic be placed into protect mode to retune and improve the effectiveness of the Service. This normal maintenance procedure is not expected to have any impact on the Service. If CenturyLink determines a retuning is necessary, CenturyLink will attempt to contact Customer to schedule a time to make necessary arrangements. Customer must work with CenturyLink to schedule these changes within five business days of receipt of the request from

EXHIBIT A-2a
DDoS MITIGATION SERVICE EXHIBIT

CenturyLink. If Customer doesn't respond and/or doesn't allow for retuning in a timely manner, then the Service may be less effective at detecting and mitigating Incidents until the retuning is accomplished and Customer will not be entitled to SLA credits. If CenturyLink determines that an emergency security change is required, CenturyLink will make the changes deemed necessary as quickly as possible and will use commercially reasonable efforts to contact the Customer's Site Contact prior to making said change.

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

e.

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

g.

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

i.

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

k.

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

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

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

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

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

6. Personal Data Protection.

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

EXHIBIT A-2a
DDoS MITIGATION SERVICE EXHIBIT

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

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

l.

m. **8. Charges. Billing. Emergency Provisioning.**

n.

8.1 Charges. Billing. Section 4.1 Commencement of Billing in the Agreement shall not apply to this Service Exhibit. Charges will commence within five days of the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Service Commencement Date"). Service monthly recurring charges ("MRCs") are based on Customer's corresponding Qualifying Internet Services' bandwidth tier. CenturyLink will bill Customer a fixed DDoS Mitigation MRC and non-recurring charge ("NRCs") as applicable based on the Qualifying Internet Service's bandwidth tier regardless of Customer's actual bandwidth utilization. All MRCs and NRCs are set forth in the applicable Order Form. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>.

o.

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

q.

r. **9. Term; Cancellation.**

s.

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

u.

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

w.

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

y.

EXHIBIT A-2a
DDoS MITIGATION SERVICE EXHIBIT

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

- z.
aa.
bb. **10. Additional Disclaimer of Warranty; Liability.**

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

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

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

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

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

14. Other Terms.

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

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

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

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

nn.

EXHIBIT A-2a
DDoS MITIGATION SERVICE EXHIBIT

- oo. "Event" means a security occurrence detected and reported by the CenturyLink DDoS Mitigation Service. An Event does not necessarily constitute an actual security incident and must be investigated further to determine its validity.
 - pp.
 - qq. "Incident" means any single Event or collection of Events that have been determined by a CenturyLink analyst reviewing the data to potentially be of security consequence. Incidents may include Events that are currently being investigated and actual attacks that may be in progress.
 - rr.
 - ss. "Mitigation" means rerouting of traffic through CenturyLink DDoS Service and initiating countermeasures with the intent to remove DDoS attack traffic identified by CenturyLink-supplied equipment located in CenturyLink's network.
 - tt.
- "Order Form" means a relevant ordering document signed by Customer and accepted by CenturyLink. An Order Form may also be referred to as a Quote, Order or Service Order.
- "Qualifying Internet Services" means the following CenturyLink Internet services that are compatible with the Service: CenturyLink IQ® Networking Internet Port and CenturyLink-provided Network-Based Security which uses CenturyLink IQ® Networking Private Port provided under separate terms and conditions.
- "Site Contact" means Customer's primary and secondary points of contact required for technical, security and site experience and expertise in Customer's network operations.

EXHIBIT A-2a
DDoS MITIGATION SERVICE EXHIBIT

1.1.1.1. DDOS MITIGATION SERVICE PRICING ATTACHMENT

1. Pricing.

1.1 Proactive Shared DDoS Mitigation. The Proactive Shared DDoS Mitigation MRC is based on Customer's corresponding CenturyLink IQ® Networking Internet Port's maximum bandwidth or Network-Based Security ("NBS") Security Bandwidth. CenturyLink will bill Customer a fixed DDoS Mitigation MRC based on the Internet connection's maximum bandwidth regardless of Customer's actual bandwidth utilization.

CenturyLink IQ Networking Internet Port Maximum Bandwidth*	Service Term	MRC
4 – 10 Gbps	36 months	\$4,975.00

* Available with Internet Ports only.

1.2 Reactive Shared DDoS Mitigation. The Reactive Shared DDoS Mitigation MRC is based on Customer's corresponding CenturyLink IQ® Networking Internet Port's maximum bandwidth or Network-Based Security ("NBS") Security Bandwidth. CenturyLink will bill Customer a fixed DDoS Mitigation MRC based on the Internet connection's maximum bandwidth regardless of Customer's actual bandwidth utilization.

[Reserved]

* Available with Internet Ports only.

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

CenturyLink IQ Networking is subject to the CenturyLink® Total Advantage®, Loyal Advantage®, or Master Service Agreement between Customer and CenturyLink QCC. Domestic CenturyLink IQ Networking is subject to the Local Access Service Exhibit. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. General. Domestic and International CenturyLink IQ® Networking Service (“Service”) is provided domestically by CenturyLink QCC and internationally as described in the International Terms and Conditions section under the terms of the Agreement, this Service Exhibit, and any signed quotes or Order Forms between the applicable CenturyLink entity and Customer.

2. Service.

2.1 Description. Service is a data, IP, and a network management solution that is designed for connectivity between Customer’s sites or public Internet connectivity.

2.2 Ports. CenturyLink offers Service in the following port (“Port”) types:

(a) Internet Port. Internet Ports provide public Internet connectivity.

(b) Private Port. Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service (“QoS”) traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

(c) CenturyLink IQ®+ Port. A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. The network service functionalities provided over routers and local access for international Service is provided by third party providers designated by CenturyLink and subject to maintenance terms included in the valid signed quote or Order Form issued by CenturyLink. Customer is responsible for any trouble shooting and repair of equipment on Customer’s side of the router. Domestically, a CenturyLink IQ+ Port is only available in a CenturyLink determined data center.

(e) CenturyLink IQ®+ Cloud Port. A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer’s Private Port sites and Customer resources in CenturyLink determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notification and (iv) End-to-End Performance Reporting. CenturyLink-determined data centers may include data centers operated by CenturyLink or one of its affiliates, or data centers operated by a third-party cloud service provider. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

2.3 Network Management Service. CenturyLink Network Management Service (“NMS”) is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. International Ports with NMS are limited to Comprehensive Management. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink’s prior approval. The NMS management types are set forth in more detail below.

(a) Monitor and Notification. Monitor and Notification can be included with CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. “Monitor & Notification” is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

(b) Select Management. Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, 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 must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling,

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

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.

(c) Comprehensive Management. Comprehensive Management can be included on any eligible domestic or international Port, except for CenturyLink IQ+ Cloud Ports. 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. 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.

(d) CenturyLink Responsibilities. For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with 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 NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line 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 covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(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.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts 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.

(v) Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is a feature included with all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

2.5 Multicast. Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

2.6 VPLS. Layer 2 virtual private LAN service (“VPLS”) is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA’s Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

2.7 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching (“MPLS”) Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink’s MPLS network (“Remote Location”). Customer can establish a tunnel through the Internet between the Customer’s CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) Exclusions. CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer’s network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

2.8 Backbone Prioritization/Priority Queuing. Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

3. Ordering. For purposes of this Service Exhibit, “Order Form” means an electronic order confirmation process using an architecture confirmation document (“ACD”) or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer’s access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A “Key Port” is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. 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.

4. Charges. Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote or Order Form. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use (“Service Commencement Date”). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port’s new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port’s Service Term with 60 days’ notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote or Order Form will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End to End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days’ prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

4.1 Pricing Methodologies.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer’s actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer’s bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer’s actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

(c) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Commencement Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote, Order Form, or the pricing attachment or (b), if a service term is not shown in a quote, Order Form, or pricing attachment, <SELECT ONE> >>one year/two years/three years<<. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Service Commencement Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice and international Ports will automatically renew for consecutive one year terms unless canceled by either party with 60 days' notice prior to the end of the Port term.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

(a) Domestic Internet Ports or Private Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) Domestic and international CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports: (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

(c) International Internet Ports or Private Ports: (i) 100% of the Port, local access and NMS MRCs multiplied by the number of months remaining in the Service Term. If Customer cancels the Service Exhibit or an international Internet Port, or Private Port before the completion of a renewal period for reasons other than for Cause, then Customer will pay a Cancellation Charge equal to the amount of any applicable termination related charges incurred by CenturyLink from any third party provider.

(d) All international Ports: If Customer cancels an international order for which Customer accepted special construction or other site preparation charges before its Service Commencement Date or at any time during a Port Service Term, then Customer will pay (i) the special construction or site preparation charges, and (ii) any additional CenturyLink-incurred cost to provide the Service. But if CenturyLink notifies Customer that special construction is required to provision Service and Customer cancels Service on that particular order because Customer does not approve such construction, CenturyLink will not charge a Cancellation Charge for canceling Service on that particular order unless CenturyLink incurs a charge from the underlying local access provider despite the cancellation.

5.3 Waiver of Cancellation Charges.

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

(a) Upgrades. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ + Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) Migration to Other CenturyLink Services. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

7. International Terms and Conditions. The following terms and conditions in this section apply solely to Service provided to Customer outside of the continental U.S. ("International Service"). In the event of a conflict between the terms and conditions set forth in this Section and those contained elsewhere in this Service Exhibit or in the Agreement, the terms and conditions of this section will control solely with respect to International Service. International Service includes local access.

7.1 Regulatory Activity. CenturyLink reserves the right to immediately change international rates as a result of Regulatory Activity. If Regulatory Activity materially and adversely impairs CenturyLink's ability to provide (including the economics of providing) the Service, as reasonably determined by CenturyLink, CenturyLink reserves the right to terminate the affected Service.

7.2 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.

7.3 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.

7.4 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 International 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.

7.5 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.

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

7.6 Quote Signatory. If a CenturyLink affiliate other than CenturyLink Communications, LLC is the signatory on any CenturyLink issued quote or Order Form, the CenturyLink affiliate signing that quote or Order Form will be treated as "CenturyLink" and deemed to have entered into an agreement solely for the Services included in the quote or Order Form that consists of the terms and conditions in the Agreement (other than those related to a Revenue Commitment), this Service Exhibit and the quote or Order Form. Such quote or Order Form may be called a "Service Order" and may use "Service Schedule" and "Service Guide" to mean this Service Exhibit.

7.7 Withholding Taxes. All invoices will be issued to Customer and paid in the currency specified in the pricing attachment, offer attachment or CenturyLink issued quote or Order Form. 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 on account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for 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.

7.8 CPE Return. Customer will not obtain any ownership interests in the equipment used to provide international Service. Upon termination of the international Service, Customer must return the equipment to the third party provider designated by CenturyLink (as instructed by CenturyLink) in the same condition as it was on the Service Commencement Date, normal wear and tear excepted. If Customer fails to return the equipment in the time and manner provided by CenturyLink, Customer will pay to CenturyLink, as agent for the third party provider, the fair market value of the equipment, as determined by the third party provider.

8. 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.

9. 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 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.

10. SLA. Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. 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. References to CenturyLink IQ+ Ports in the CenturyLink IQ+ SLA will also refer to CenturyLink IQ+ Cloud Ports.

11. Other Terms.

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

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

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

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

11.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at:

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

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

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

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

11.7 Fees. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <https://www.centurylink.com/taxes>.

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

PRICING ATTACHMENT

1. Pricing

1.1 Network Management Service MRCs.

(a) **NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	Promo Code	MRC	NRC
NMS for devices associated with a CenturyLink IQ Networking Port.			
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A
Monitor and Notification (for non-CenturyLink IQ + Ports)	N/A	\$35.00 per device	N/A

(b) **NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	MRC	NRC
NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).		
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notification	\$35.00 per device	N/A

1.2 CenturyLink IQ Networking Features.

(a) **VPN Extensions.**

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

(b) **Backbone Prioritization.** Backbone prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

1.3 Domestic Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access.

CenturyLink IQ+ Port pricing may be located in a valid signed CenturyLink issued quote or Order Form, if available. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement or if a quote or Order Form applies, sign a new quote or Order Form that includes the Service Address, type, and details of the new CenturyLink IQ+ Port.

(a) Domestic <<CenturyLink IQ+ Port/ CenturyLink IQ+ Cloud Port>> Pricing.

(b) Flat Rate Pricing.

(c) Tiered Pricing.

Tiered Fast Ethernet (100 Mbps) Internet Port Other Access	Net Rate MRC	Install NRC	Local Access MRR	Access Install NRC	Total MRC	Total NRC
10 Mbps	\$134.00	\$1,500.00	\$151.00	\$0.00	\$285.00	\$1,500.00
20 Mbps	\$150.00	\$1,500.00	\$158.00	\$0.00	\$308.00	\$1,500.00
30 Mbps	\$175.00	\$1,500.00	\$157.00	\$0.00	\$332.00	\$1,500.00
50 Mbps	\$209.00	\$1,500.00	\$171.00	\$0.00	\$380.00	\$1,500.00
100 Mbps	\$309.00	\$1,500.00	\$166.00	\$0.00	\$475.00	\$1,500.00

Tiered Gigabit Ethernet 1000 Mbps) Internet Port Other Access	Net Rate MRC	Install NRC	Local Access MRR	Access Install NRC	Total MRC	Total NRC
100 Mbps	\$309.00	\$4,000.00	\$166.00	\$0.00	\$475.00	\$4,000.00
200 Mbps	\$350.00	\$4,000.00	\$172.00	\$0.00	\$522.00	\$4,000.00
300 Mbps	\$410.00	\$4,000.00	\$160.00	\$0.00	\$570.00	\$4,000.00
500 Mbps	\$504.00	\$4,000.00	\$256.00	\$0.00	\$760.00	\$4,000.00
600 Mbps	\$520.00	\$4,000.00	\$287.00	\$0.00	\$807.00	\$4,000.00
800 Mbps	\$550.00	\$4,000.00	\$300.00	\$0.00	\$850.00	\$4,000.00
1000 Mbps	\$574.00	\$4,000.00	\$312.00	\$0.00	\$886.00	\$4,000.00

(d) Precise Burstable Pricing.

DATA TRANSFER

(e) Data Transfer Pricing.

1.4 NRC Discounts.

(a) NRC Waiver. So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for domestic Internet and Private, and Enhanced Ports. The Ports must remain installed for at least 12 months.

3. 10 Gigabit Ethernet Internet Port Description and Pricing. 10 Gigabit Ethernet Internet Ports provide Customer with access to the Internet. A 10 Gigabit Ethernet Internet Port's peak usage cannot exceed the Bandwidth Tier that is agreed upon between Customer

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

and CenturyLink. "Bandwidth Tier" means the maximum bandwidth usage allowed on a 10 Gigabit Ethernet Internet Port; CenturyLink will not deliver traffic that exceeds the Bandwidth Tier. Customer understands that the SLA does not apply to any non-delivered traffic that results from exceeding the Bandwidth Tier limit. The Bandwidth Tier is indicated by checking the applicable checkbox in the pricing tables shown below. All 10 Gigabit Ethernet Internet Ports are subject to availability, and any additional 10 Gigabit Ethernet Internet Ports must be ordered via an amendment.

Flat Rate.

Flat Rate 10 Gigabit Ethernet 10,000 Mbps) Internet Port Other Access	Net Rate MRC	Install NRC	Local Access MRR	Access Install NRC	Total MRC	Total NRC
10000 Mbps	\$4,033.00	\$20,000.00	\$312.00	\$0.00	\$4,345.00	\$20,000.00

Tiered.

Tiered 10 Gigabit Ethernet (10,000 Mbps) Internet Port Other Access	Net Rate MRC	Install NRC	Local Access MRR	Access Install NRC	Total MRC	Total NRC
1000 Mbps	\$828.00	\$20,000.00	\$312.00	\$0.00	\$1,140.00	\$20,000.00
2000 Mbps	\$1,279.00	\$20,000.00	\$312.00	\$0.00	\$1,591.00	\$20,000.00
3000 Mbps	\$1,600.00	\$20,000.00	\$471.00	\$0.00	\$2,071.00	\$20,000.00
4000 Mbps	\$2,000.00	\$20,000.00	\$470.00	\$0.00	\$2,470.00	\$20,000.00
5000 Mbps	\$2,533.00	\$20,000.00	\$312.00	\$0.00	\$2,845.00	\$20,000.00
6000 Mbps	\$2,900.00	\$20,000.00	\$311.00	\$0.00	\$3,211.00	\$20,000.00
7000 Mbps	\$3,100.00	\$20,000.00	\$315.00	\$0.00	\$3,415.00	\$20,000.00
8000 Mbps	\$3,400.00	\$20,000.00	\$315.00	\$0.00	\$3,715.00	\$20,000.00
9000 Mbps	\$3,700.00	\$20,000.00	\$305.00	\$0.00	\$4,005.00	\$20,000.00
10000 Mbps	\$4,033.00	\$20,000.00	\$312.00	\$0.00	\$4,345.00	\$20,000.00

Precise Burstable.

Data Transfer.

EXHIBIT A-2b
CENTURYLINK® TOTAL ADVANTAGE®/LOYAL ADVANTAGE®/MASTER SERVICE AGREEMENT
DOMESTIC AND INTERNATIONAL CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY
between
City and County of Denver ("Customer")

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

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with 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

EXHIBIT A-3
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 Qwest 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 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.

EXHIBIT A-3
CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT
INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT

4. Charges. Current Rates for Service are set forth in the pricing attachment. At the conclusion of the Service Term, the Service will continue to be subject to the Agreement and this Service Exhibit and the Rates will revert to the then-current month-to-month ISG Rates, unless Service is renewed for a new Service Term on a pricing attachment via amendment. If Service is renewed for a new Service Term on a pricing attachment via amendment, 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.

EXHIBIT A-3
CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT
INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT

PRICING ATTACHMENT

City and County of Denver

Contract ID insert the Sold number from AQCB

1.1.1.1.1.Billing Number insert Billing Number

Service expires 60 months from the Start of Service Date (“Service Term”).

Optical Wavelength Service Elements and Charges. Two circuit configuration options: (1) Point-to-Point with 2 Optical Channels and possible Transport Channel Mileage; and/or (2) CO Termination with 1 Optical Channel, 1 Central Office Termination and possible Transport Channel Mileage.

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	Total MRC	Total NRC
10 G LAN PHY	Optical Channel	1	26100 E 68 th Ave, Aurora, CO 80019	8500 Pena Blvd, Denver, CO 80249	Unprotected	\$861.00	\$0.00
10 G LAN PHY	Transport Mileage	1	26100 E 68th Ave, Aurora, CO 80019	8500 Pena Blvd, Denver, CO 80249	Unprotected	\$861.00	\$0.00
10 G LAN PHY	Transport Mileage	5	26100 E 68th Ave, Aurora, CO 80019	8500 Pena Blvd, Denver, CO 80249	Unprotected	\$50.00	\$0.00
10 G LAN PHY	Optical Channel	2	Future On Net Location	Future On Net Location	select	\$1722.0 0	\$0.00
10 G LAN PHY	Transport Mileage	1			select	\$10.00	\$0.00

EXHIBIT A-3a
CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT

1. General. This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

2.2.1 Use of IP Connection. In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a Preferred Provider for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the pricing attachment or a quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer

EXHIBIT A-3a
CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT

to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ® Networking Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

4. Charges. Customer will pay the rates set forth in the attached pricing attachment or a quote or Order if the rates for Service at a particular Service Address are not included in the pricing attachment, and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

(a) Expedite. A local loop expedite charge applies to Orders where Customer requests the delivery of Service one or more days before the Customer Commit Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA Orders (where underlying local access provider allows CenturyLink to order an expedited service.)

(b) Construction. Construction charges apply if; (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(c) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Off-Net Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

EXHIBIT A-3a
CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT

(d) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote or Order for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

5.2 Cancellation and Termination Charges.

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) Customer Provided Access—Cancellation of Connectivity after Delivery of a Connection Notice. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Provisioning, Maintenance and Repair. CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

7. Other Terms.

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

7.2. Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges Section in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer,

EXHIBIT A-3a
CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT

within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

7.3 Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

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

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

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

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

7.8 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

8. Definitions.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

**EXHIBIT A-3a
CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT**

PRICING ATTACHMENT

Except as set forth in this pricing attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Service Exhibit.

1. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the pricing table below. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this pricing attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service in the pricing table below (i.e., the NPA/NXX or CLLI, Service Address, Type of Local Access, Service Term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1. Any future Service ordered will be charged the current quoted MRC and NRC per Service as specified on a valid CenturyLink quote or Order, not the MRC and NRC per Service specified below. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

Service Address	Type of Local Access	Service Term (In Months)	Loop Speed	Circuit Speed	Local Access Net Rate MRC	Install NRC*
TBD	ELA Native- On Net	60	Fast Ethernet	10 Mbps	\$151.00	\$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	20 Mbps	\$158.00	\$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	30 Mbps	\$157.00	\$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	50 Mbps	\$171.00	\$0.00
TBD	ELA Native- On Net	60	Fast Ethernet	100 Mbps	\$166.00	\$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	100 Mbps	\$166.00	\$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	200 Mbps	\$172.00	\$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	300 Mbps	\$160.00	\$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	500 Mbps	\$256.00	\$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	600 Mbps	\$287.00	\$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	800 Mbps	\$300.00	\$0.00
TBD	ELA Native- On Net	60	Gigabit Ethernet	1000 Mbps	\$312.00	\$0.00
TBD	ELA Native- On Net	60	10G Ethernet	10000 Mbps	\$312.00	\$0.00
TBD	Wavelength Local Access – On Net	60	10G Ethernet	10000 Mbps	\$312.00	\$0.00
8500 Pena Blvd Denver, CO 80249	QPA – Wavelength Local Access	60	10 GigE – 10000 Mbps	10000 Mbps	\$312.00	\$0.00

2. **Off-Net and On-Net CenturyLink Provided Access Install NRC Discount.** Install NRCs specified above for **Off-Net and On-Net CenturyLink Provided Access** will receive a **100%** discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

EXHIBIT A-3b
METRO ETHERNET SERVICE EXHIBIT (Intrastate)

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide Metro Ethernet Service ("Service" or "Metro Ethernet") under the terms of the Agreement, RSS, and this Service Exhibit.

"Affected Service" means the specific Service that experiences an Outage. "Outage" means an interruption that results in the total disruption of Service subject to the restrictions and exclusions described in the Metro Ethernet SLA.

"Bandwidth Profile" means the maximum data rate, expressed in megabits per second, at which an Ethernet Frame can traverse a Port. Bandwidth Profile is always associated with a Port, but depending upon the Port type, may also apply to each EVC on that Port.

"Change" means any Customer-initiated Order Form to modify an existing Service after its Start of Service Date that does not modify the location of the Service but may result in an interruption or impact on the Service in order to complete the requested change. An example of a Change request is to increase the Bandwidth Profile on an existing Port, or to add or remove QoS. Order Change charges will apply. Changes exclude requests to add new locations, new Ports, cancel, move, or change a Port type. Changes in Bandwidth Profiles are addressed in the Bandwidth Profile Changes section.

"Circuit Acceptance Letter" means CenturyLink's electronic notice to Customer that a Service is ready for Customer's acceptance.

"Construction" means the special construction required to extend Service to a Customer-requested Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service.

"Class of Service" and "CoS" mean a set of Ethernet service frames that have a commitment from CenturyLink to receive a particular level of performance on the CenturyLink Domestic Network.

"Demarcation Point" means the CenturyLink designated: (a) physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Ethernet Frame" means the fundamental unit of transmission at the data link layer in an Ethernet network. Ethernet Frame does not include Ethernet control frames unless specifically specified.

"EVC" means Ethernet virtual connection that is an association of two or more Ports, where the Port is a standard Ethernet interface between the Customer equipment and the CenturyLink Domestic Network. The EVC enables the transfer of Ethernet traffic and enhances data privacy and security.

"Expedite" means Customer's written request to CenturyLink to provision a Service more quickly than the CenturyLink Customer Commit Due Date for which an additional Expedite charge will apply. Customer Commit Due Date means the calendar delivery date upon which CenturyLink will install the Service and make it available for testing or Customer's use.

"Extended Wiring" means additional wiring required for orders where the Customer Demarcation Point is not located in the same location as the CenturyLink assigned Demarcation Point.

"LAN" means local area network, which is a network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

"LATA" means Local Access and Transport Area.

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

"Off-Net" means network facilities owned and operated by a third-party provider other than CenturyLink.

"On-Net" means CenturyLink services provided solely on CenturyLink owned and operated facilities.

"Port" means the physical interface on CenturyLink or CenturyLink-approved third-party provider network Ethernet equipment that provides Customer with ingress and egress to the CenturyLink Domestic Network.

"QoS" means Quality of Service, which is a Metro Ethernet feature allowing customers to prioritize their applications using CenturyLink's CoS options at the CenturyLink Port, or EVC in the case of Ports that support multiple EVCs.

"CenturyLink Domestic Network" means the CenturyLink operated facilities located within the 48 contiguous United States and Hawaii and consist of transport POPs, physical media, switches, circuits and/or Ports that are operated solely by CenturyLink.

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

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notice by CenturyLink that the circuit is ready. Customer has five calendar days from CenturyLink's ready notice in which to inform CenturyLink if the circuit fails to operate. Within the

EXHIBIT A-3b
METRO ETHERNET SERVICE EXHIBIT (Intrastate)

five-day timeframe, if Customer neither informs CenturyLink about circuit failure nor accepts the circuit, then the circuit will be deemed accepted and the Start of Service Date will commence on the fifth calendar day following CenturyLink's ready notice, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit failures within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the failures, and upon correction, notify Customer that the circuit is ready, which will trigger another five-day period for Customer to accept the circuit or inform CenturyLink of circuit failures.

"TLS" means Transparent LAN Service.

"VLAN" means Virtual Local Area Network.

"VLAN ID" means VLAN Identification and is a 12-bit field specifying the VLAN to which the Ethernet Frame belongs. A value of "0" means that the frame doesn't belong to any VLAN.

2. Service.

2.1 Description. Metro Ethernet is a full-duplex data communications service that provides transport of Customer's digital traffic utilizing native Ethernet protocol across the metro CenturyLink Domestic Network (Service supports On-Net to On-Net, and On-Net to Off-Net EVC connection types). Service requires a minimum of one EVC connecting two Customer locations within the same metropolitan area. CenturyLink, in its sole discretion, will determine whether a Service is considered available in a given metropolitan area. Metro Ethernet is offered as an EVC in the following configurations: (a) point-to-point; or (b) multipoint. The Metro Ethernet transmission speed depends on the Port selected and the amount of bandwidth ordered on the Port ("Bandwidth Profile"). Service terminates on the CenturyLink-owned equipment at the CenturyLink-defined demarcation point. Ethernet connections to Off-Net Customer locations in the same metro area may be ordered by CenturyLink on behalf of Customer from CenturyLink-approved Ethernet providers, subject to availability, LATA restrictions, and technical feasibility. Port types, features, and performance of Ethernet service from third party providers may vary from service provided on the CenturyLink Domestic Network. The Service will extend to and include the equipment maintained by CenturyLink at the demarcation point at the applicable Service address, but will not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink at a Service address. All equipment owned by CenturyLink will remain the sole property of CenturyLink, and Customer expressly disclaims any right, title, or interest to any CenturyLink equipment or property, or that of any of CenturyLink's affiliates, customers, agents, or licensees located within the same Service address or elsewhere. Any additional terminations beyond the Demarcation Point are the sole responsibility of Customer. Under no circumstances will CenturyLink provide Service to a residential address, even if business is conducted at such residential location. Off-Net Service is excluded from the SLA. The SLA provides Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever for Service.

(a) CenturyLink offers Metro Ethernet, on the CenturyLink Domestic Network, subject to the maximum physical line speed of the Port on which the EVC is provisioned, in Bandwidth Profiles of 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps and 100Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1000 Mbps. Metro Ethernet supports 100Base-TX, 1000Base-SX and 1000Base-LX Port interfaces. Maximum bandwidth permitted on 100Base-TX Port is 100 Mbps. Minimum bandwidth of 100 Mbps is required on 1000Base SX and LX Port interfaces.

(b) At CenturyLink's discretion and based on Customer's bandwidth requirements, CenturyLink may place equipment at Customer premises to deliver an electrical or optical Ethernet Port that allows Customer access to the Service.

(c) Service Ports and Features. Metro Ethernet supports the following Port types and features subject to availability and Service restrictions. Availability may vary by CenturyLink metropolitan area.

(1) Scalable Ethernet Port is a Port type that requires Customer to transmit untagged Customer Ethernet traffic. CenturyLink assigns a single VLAN tag to Customer's untagged Ethernet traffic to transport it to the end point(s) on the CenturyLink Domestic Network, based on the address of Customer's Port. All untagged Customer Ethernet frames received at the Port are mapped to one EVC. All Customer VLAN tagged frames received at the Port will be dropped. Service Port allows a maximum of one EVC per Port.

(2) TLS Port is a Port type that allows Customer to transmit untagged Ethernet frames and Customer tagged Ethernet Frames across the CenturyLink Domestic Network. CenturyLink will configure the TLS Port by mapping all Customer Ethernet Frames, untagged and tagged, to one EVC at the Port through a tunneling method known as "Q-in-Q" that makes the Customer's end user VLAN tags transparent to the CenturyLink Domestic Network. All untagged and Customer VLAN tagged Ethernet frames are mapped to one EVC. TLS complies with IEEE 802.1Q standard. TLS Ports require that the Customer bear the responsibility for coordinating the VLAN tagging IDs with their end users, as well as the security of end user's traffic. TLS Port allows a maximum of one EVC per Port and is offered in both point-to-point and multipoint configurations.

(3) Service Multiplexer Port is a Port type that allows Customer to aggregate multiple EVCs to a single Port, with each EVC potentially having a different configuration (i.e., point-to-point or multipoint). Customer must provide CenturyLink with the Customer Ethernet VLAN ID to map to the CenturyLink EVC. A single Customer VLAN or multiple Customer VLANs may be mapped to each EVC, and untagged Customer Ethernet frames received at the Port will be dropped. A Service Multiplexer Port is only offered on a 1000Base LX or SX interface. A Service Multiplexer Port allows a maximum of five EVCs per Port.

EXHIBIT A-3b
METRO ETHERNET SERVICE EXHIBIT (Intrastate)

(4) Service Provider Port allows Customer to aggregate multiple point-to-point EVCs to a single Port. Customer must provide CenturyLink with the Customer VLAN IDs to map to the CenturyLink EVC. Only one Customer VLAN may be mapped to each EVC, and all untagged Customer frames received will be dropped. A Service Provider Port is only offered on a 1000Base LX or SX interface.

(5) Off-Net Ports – CenturyLink will order standard Ethernet Ports and associated Bandwidth Profiles on behalf of Customer from CenturyLink-approved third party providers that best match the On-Net Port type characteristics of Scalable Ethernet and TLS to serve Customer's Off-Net locations.

(6) Quality of Service ("QoS") is an optional feature offered on On-Net Service Ports that allows Customers to prioritize their traffic applications using four different Classes of Service. QoS enables CenturyLink to differentiate between the Customer's traffic flows during periods of network congestion to ensure delivery of real-time or mission-critical traffic ahead of lower priority traffic. QoS is provided at the Port, or EVC level (i.e. in the case of Ports that support multiple EVCs). QoS is not supported on both the EVC and the Port at the same location. The four Classes of Service that CenturyLink offers are: business critical, interactive, real time, and commercially reasonable in order of priority. Customer must specify the allocation of their traffic based upon the standard CenturyLink QoS prioritization templates. Additional monthly charges apply to the QoS feature based upon prioritized traffic as described in the Pricing Attachment.

(d) Ordering and Provisioning of Metro Ethernet. To add Service, Customer must amend the Service Exhibit to add a Pricing Attachment. Upon CenturyLink's acceptance of an Order Form, CenturyLink will notify Customer of its target date for the delivery of each Service (the "Customer Commit Due Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Due Date, but the inability of CenturyLink to deliver a Service by such date will not be a default under the Agreement. If CenturyLink fails to make Service available (excluding Construction, Expedite, or Extended Wiring orders) within thirty calendar days after the Customer Commit Due Date, then Customer's sole remedy will be to cancel the Order Form that pertains to that Service by giving CenturyLink five calendar days written notice prior to CenturyLink's delivery of the Service to Customer, but Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service.

(1) Changes. Customer may submit an Order Form to Change an installed Service after its Start of Service Date and during its Service Term. Change orders include Bandwidth Profile changes and adding or removing QoS on existing Ports. CenturyLink will make commercially reasonable efforts to accommodate Customer's Change request, but acceptance of Customer's Change request may require disconnect and installation orders and may be disruptive to Customer's existing Service connection. Such disruptions to Service are excluded from the SLA. In addition, Changes to Service may require new pricing based on the nature of the Change request. Customer agrees to pay an Order Change charge and any additional charges set forth in a pricing amendment.

(2) Bandwidth Profile Changes. Customer may submit an Order Form to Change the Bandwidth Profile, only if it does not exceed the physical line rate of the Port provisioned. Change orders to upgrade the Bandwidth Profile to a higher bandwidth during the Service Term will not be assessed a Change charge, but the MRC will be changed to the new Service Bandwidth Profile charge and additional charges set forth in a pricing amendment may apply. Customer will be assessed a Cancellation Charge (as described in the Cancellation section below) for any decrease in Bandwidth Profile originally ordered during the Agreement Term.

2.2 Building Owner. Customer understands that the owner of a building in which Service is provided (or its successors in interest) ("Building Owner") is not a party to this Agreement and is not providing any of the Service described in this Service Exhibit. Customer expressly waives all claims against a Building Owner arising out of this Agreement. The rights or remedies Customer may have against a Building Owner will be those set forth in or arising out of an agreement directly between Customer and Building Owner.

2.3 RSS. Customer understands that Metro Ethernet is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Agreement Term, more than 10% of its usage will be interstate usage, based on the ultimate origination and termination of the traffic crossing the circuit, and not the physical location of the circuit end points.

3. Service Term; Cancellation.

3.1 Service Term. The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered under this Service Exhibit. Each Service ordered during the term will commence on the Start of Service Date and continue for the term specified in the Pricing Attachment ("Service Term").

3.2 Cancellation.

(a) "Cancellation before Start of Service Date" means a Customer-initiated written notice to cancel an accepted order prior to the Start of Service Date. CenturyLink may charge Customer for costs incurred by CenturyLink, including but not limited to Construction charges, up through the date Customer cancels an order. Customer will not incur charges for CenturyLink-initiated requests for cancellation of an order before Start of Service Date.

(b) "Cancellation after Start of Service Date" means an Order Form requesting removal of a Service or cancellation of the Service Exhibit on or after its Start of Service Date. If this Service Exhibit or any Service provisioned under this Service Exhibit is canceled prior

EXHIBIT A-3b
METRO ETHERNET SERVICE EXHIBIT (Intrastate)

to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any NRCs or installation charges that CenturyLink discounted or waived; (iii) Construction costs and expenses incurred by CenturyLink to install the Service, if applicable; and (iv) a Cancellation Charge. The Cancellation Charge for circuits not requiring Construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Term, if any, for the canceled Service plus 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term beyond the first 12 months, if any. The Cancellation Charge for circuits requiring Construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term. If CenturyLink notifies Customer that Construction is required in order to provision a circuit and Customer cancels that circuit order because Customer does not approve those Construction charges, CenturyLink will not charge a Cancellation Charge for canceling that particular order.

4. Charges. "Pricing Attachment" means a document containing rates specific to the Service and is incorporated by this reference. Customer must pay all applicable Net Rate MRCs and NRCs set forth in the Pricing Attachment. During the Term, CenturyLink guarantees the Net Rate MRCs and will not pass through any CenturyLink-initiated price increases to Customer. If during the provisioning of Service, CenturyLink incurs additional expenses for Construction, Extended Wiring, or order supplements to provide the Service, CenturyLink reserves the right to charge Customer for those additional expenses. Extended Wiring services will not extend past the Customer's telecommunications room. Extended Wiring, Expedite, and Change orders are charged per Customer location. The Net Rates will be used to calculate Contributory Charges.

<i>FOR CQC INTERNAL USE ONLY</i>
<u>FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE (NOT REQUIRED FOR RENEWALS AND IN SITUATIONS WHERE THE AQCB PROCESS IS NOT NECESSARY)</u>
AQCB Quote No.
Date Concurred:

**EXHIBIT A-3b
METRO ETHERNET SERVICE EXHIBIT (Intrastate)**

Agreement Number: _____

CITY AND COUNTY OF DENVER

PRICING ATTACHMENT

*(COCC MRC required for Central Office design)
(Show N/A, if an MRC does not apply)*

Pricing is valid for On-Net locations only; new locations that require fiber construction may be ICB priced.

Bandwidth Profile	Port Speed	Bandwidth MRC	Port Speed NRC
3 Mbps	10/100 Mbps	\$202.00	\$0
5 Mbps	10/100 Mbps	\$202.00	\$0
7 Mbps	10/100 Mbps	\$202.00	\$0
10 Mbps	10/100 Mbps	\$202.00	\$0
20 Mbps	10/100 Mbps	\$250.00	\$0
30 Mbps	10/100 Mbps	\$275.00	\$0
40 Mbps	10/100 Mbps	\$300.00	\$0
50 Mbps	10/100 Mbps	\$399.00	\$0
60 Mbps	10/100 Mbps	\$399.00	\$0
70 Mbps	10/100 Mbps	\$399.00	\$0
80 Mbps	10/100 Mbps	\$399.00	\$0
90 Mbps	10/100 Mbps	\$399.00	\$0
100 Mbps	10/100 Mbps	\$399.00	\$0
Bandwidth Profile	Port Speed	Bandwidth MRC	Port Speed NRC
100 Mbps	1000 Mbps	\$399.00	\$0
200 Mbps	1000 Mbps	\$425.00	\$0
300 Mbps	1000 Mbps	\$450.00	\$0
400 Mbps	1000 Mbps	\$475.00	\$0
500 Mbps	1000 Mbps	\$500.00	\$0
600 Mbps	1000 Mbps	\$550.00	\$0
700 Mbps	1000 Mbps	\$600.00	\$0
800 Mbps	1000 Mbps	\$650.00	\$0
900 Mbps	1000 Mbps	\$700.00	\$0
1000 Mbps	1000 Mbps	\$750.00	\$0
Bandwidth Profile	Port Speed	Bandwidth MRC	Port Speed NRC

EXHIBIT A-3b
METRO ETHERNET SERVICE EXHIBIT (Intrastate)

1000 Mbps	10G Port	\$750.00	\$0
2000 Mbps	10G Port	\$1,100.00	\$0
3000 Mbps	10G Port	\$1,300.00	\$0
4000 Mbps	10G Port	\$1,500.00	\$0
5000 Mbps	10G Port	\$1,800.00	\$0
6000 Mbps	10G Port	\$2,100.00	\$0
7000 Mbps	10G Port	\$2,400.00	\$0
8000 Mbps	10G Port	\$2,600.00	\$0
9000 Mbps	10G Port	\$2,800.00	\$0
10000 Mbps	10G Port	\$2,995.00	\$0

EXHIBIT A-4
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK QC BULK RATED INTEGRATED SERVICE DIGITAL NETWORK PRIMARY RATE SERVICE
EXHIBIT

1. General; Definitions. The Customer hereby orders CenturyLink QC Bulk Rated Integrated Services Digital Network Primary Rate Service (“ISDN PRS”), Digital Switched Service with Advanced trunks (“DSS Advanced”) or Uniform Access Solution Service (“UAS”) (individually and collectively referred to as “Service”) under this service exhibit (“Service Exhibit”). CenturyLink will provide Service under the terms of the Contract, Tariff, and this Service Exhibit. Capitalized terms not defined herein are defined in the Contract.

“Minimum Service Period” means 12 months from the Start of Service date.

“Pricing Attachment” means the document containing Rates, Service Term and other location-specific information, which is incorporated by reference and made a part of this Service Exhibit.

“Rates” means the MRCs and NRCs for the Service.

“Service Term” means the term length for Service on the Pricing Attachment(s), which will commence on the Start of Service date for the first Service added on the Pricing Attachment.

“Start of Service” means the effective bill date of the service order to add Service to The Customer account, as evidenced by CenturyLink records.

2. Service. Service is subject to Tech Pub 77400 located at <http://www.centurylink.com/techpub/>.

2.1 Description.

(a) ISDN PRS. If The Customer purchases ISDN PRS, CenturyLink will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

(b) ISDN PRS-UAS. If The Customer purchases ISDN PRS, The Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. An ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (i) in-only trunking; or (ii) two-way trunking.

(c) DSS Advanced. If the Customer purchases DSS Advanced, CenturyLink will provide the Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with CenturyLink’s local exchange switching office and advanced, flat usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced operates at a maximum speed of 1.544 Mbps.

(d) UAS. If the Customer purchases UAS, CenturyLink will provide the Customer with a digital circuit with single-number route indexing, which includes a DS1 facility with common equipment,

EXHIBIT A-4
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK QC BULK RATED INTEGRATED SERVICE DIGITAL NETWORK PRIMARY RATE SERVICE
EXHIBIT

and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (i) in-only trunking; or (ii) two-way trunking.

2.2 Service Provided. CenturyLink will provide and maintain Service at the locations specified in the Pricing Attachment(s), and as requested on any subsequent order for Service or amendment to this Contract.

2.3 Order Acceptance and Cancellation. CenturyLink and the Customer will determine a mutually agreeable date for Service to be available for use. The Customer acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at the Customer's request; or (b) by CenturyLink due to the Customer's failure to accept Service, the Customer will be subject to cancellation charges in the applicable Tariff.

2.4 The Customer's Responsibilities for 911 Call Routing.

(a) If the Customer purchases ISDN PRS or DSS Advanced under this Contract, the Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.

(b) The Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.

(c) The Customer hereby agrees to release CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX, ISDN PRS or DSS Advanced signaling parameters set by the Customer.

2.5 Service Changes.

(a) **Moves.** The Customer may move the physical location of all or part of Service to another location within a CenturyLink serving area, provided the following conditions are met; (i) Service moved to the new location is provided to the Customer by CenturyLink; (ii) The Customer advises CenturyLink that Service at the new location replaces the existing Service; (iii) The Customer request for disconnection of the existing Service and installation of Service at the new location are received by CenturyLink on the same date; (iv) The Customer requests that CenturyLink install Service at the new location on or prior to the disconnection date of the existing Service; and (v) The Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.

(b) **Additions to Service.** Service may be added under a Pricing Attachment up to 12 months prior to the expiration of its Service Term, at the MRCs specified therein. CenturyLink will supply such additions to the Customer, subject to the following conditions: (i) the necessary facilities are available as determined by CenturyLink to provide Service; and (ii) a new Minimum Service Period is established for each new addition to Service. If Service being added is not itemized in the Pricing Attachment, the Customer agrees to execute a written amendment evidencing such addition to Service.

(c) **Additions During Last 12 Months of Term.** Service ordered during the last 12 months of a Service Term must be added (a) pursuant to a written amendment to add Service with a new Minimum Service Period under a new Pricing Attachment; or (b) on a month-to-month basis at the rates in effect in the Tariff.

EXHIBIT A-4
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK QC BULK RATED INTEGRATED SERVICE DIGITAL NETWORK PRIMARY RATE SERVICE
EXHIBIT

2.6 Out-of-Service Credit. If CenturyLink causes a Service interruption, an out-of-service credit will be calculated per the Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after CenturyLink receives notice of it, CenturyLink will give the Customer credit calculated by dividing the MRC for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted.

2.7 Use of Service. The Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If CenturyLink determines that ISDN PRS or any optional feature is being used inappropriately, CenturyLink may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

3. Exhibit/Service Term; Termination.

3.1 Exhibit/Service Term. This Service Exhibit will begin on the Effective Date of the Contract (or an amendment to the Contract if the Customer adds this Service Exhibit after the Effective Date of the Contract) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ("Exhibit Term"). The Service Term for each Service will be indicated on a Pricing Attachment. Each Service ordered will have its own Minimum Service Period. Any Service installed for 12 consecutive months prior to being added under a Pricing Attachment will be deemed to have met the Minimum Service Period. At the conclusion of the Service Term, the MRC will revert to the month-to-month rate in the Tariff, unless Service is renewed for a new Service Term on a Pricing Attachment or new Contract.

3.2. Termination.

(a) Either party may terminate Service under this Service Exhibit in accordance with the applicable Tariff or for Cause. If, prior to the conclusion of the Service Term, Service is terminated either by CenturyLink for Cause or by the Customer for any reason other than Cause, then the Customer will also be liable for 100% of the MRC for terminated Service times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Service Term after the Minimum Service Period ("Termination Charge").

(b) A Termination Charge will be waived when all of the following conditions are met: (i) The Customer discontinues Service and signs a new service Contract(s) for any other CenturyLink provided service(s); (ii) the new service Contract(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing Contract(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (iii) The Customer places the orders to discontinue Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (iv) the new service(s) installation must be completed within 30 calendar days of disconnection of Service, unless such installation delay is caused by CenturyLink; and (v) a new Minimum Service Period goes into effect, if applicable, when the new service Contract term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

4. Charges.

4.1 Charges for the Service are as set forth in the Pricing Attachment. The Customer will pay the total MRC and NRC for the Services specified in the Pricing Attachment. For Service

EXHIBIT A-4
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK QC BULK RATED INTEGRATED SERVICE DIGITAL NETWORK PRIMARY RATE SERVICE
EXHIBIT

requested on any subsequent orders or amendment to this Contract, the Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC for the Service is based on the then current Service Term set forth in the Pricing Attachment and will not change during the Service Term. The MRCs will be used to calculate Contributory Charges. The Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

4.2 If Service is not available in the Customer wire center, standard interoffice private line mileage charges (“Mileage MRC” and “Mileage NRC”) for transport between switches will apply in addition to the rates and charges for the Service.

EXHIBIT A-4
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK QC BULK RATED INTEGRATED SERVICE DIGITAL NETWORK PRIMARY RATE SERVICE
EXHIBIT
ISDN Pricing Attachment

Service Location Including City and State	Circuit ID or BTN	Type of Service	MRC
8800 N POWHATON RD, Denver, CO	103A T1ZF DNVRCOUDC0 DNVRCOOUHAG	PRS Voice/Data	\$285.00
8800 N POWHATON RD, Denver, CO	104A T1ZF DNVRCOUDC0 DNVRCOOUHAG	PRS Voice/Data	\$285.00
8700 PENA BLVD, Denver, CO	103A T1ZF BITNCOMADC0 DNVSCOHV	PRS Voice/Data	\$285.00
8700 PENA BLVD, Denver, CO	102 T1ZF BITNCOMADC0 DNVSCOHV	PRS Voice/Data	\$285.00

Type of Service	MRC Per Circuit for 60 Month Term – Embedded	MRC per line for 60 Month Term – New	NRC
PRS Voice/Data	\$285.00	\$285.00	\$0.00

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

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

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

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

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

2.2 VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number (“IFN”) and universal international free numbers (“UIFN”), international local inbound (“ILI”), optional SIP call transfer capability (“SIP Refer”), and long distance outbound calling capability. No local outbound calling capability is provided. Customers use simultaneous sessions each of which enables a single call

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

to be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

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

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

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

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

2.5 Voice Complete and SIP Service.

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

(ii) Access to Emergency Response Services.



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

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

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

(a) Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Lumen does not store Registered Location information and relies upon information provided in the Lync 911 call flow as a result of Customer's proper configuration of the location information server ("LIS") to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.

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

(b) Limitation of Liability. LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION); AND (ii) ANY ACTS OR OMISSIONS BY THE CUSTOMER, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

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

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

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

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Lumen to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Lumen until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Lumen.

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

2.7 Service Levels.

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

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

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

IP VPN - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
--	--

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

00:00:01 - 00:05:00	0%
00:05:01 - 04:00:00	5%
04:00:01 - 08:00:00	15%
08:00:01 +	25%

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

3. Customer Responsibilities.

3.1 Rates, Charges, and Commitments.

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

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

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

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

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

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

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

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

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

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

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

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

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

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

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

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

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

3.2 Rate Changes and Termination Right.

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

B. Limited Termination Right Related to Rate Changes. On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule **without** obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii)

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

any third party early termination charges incurred by Lumen in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

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

3.4 Restrictions.

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

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

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

3.6 Fraudulent Calls and Unsupported Calls. Customer will be responsible for paying Lumen for all charges for Service, even if incurred as a result of fraudulent or unauthorized use.

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

Lumen may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Lumen's network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer will notify Lumen as soon as possible at +1-800-348-5457 or FraudOperationsNA@centurylink.com.

4. Reserved.

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

ATTACHMENT A
WARNING LABELS (US)

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
1. Your broadband/interconnect connection has failed or is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
4. Your broadband/interconnect connection has failed or is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
7. Your broadband/interconnect connection has failed or is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
10. Your broadband/interconnect connection has failed or is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
13. Your broadband/interconnect connection has failed or is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
16. Your broadband/interconnect connection has failed or is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
19. Your broadband/interconnect connection has failed or is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
22. Your broadband/interconnect connection has failed or is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
25. Your broadband/interconnect connection has failed or is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been registered with your service provider

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

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

LUMEN[®]

Voice Rate Sheet

Deal# 11648181

Quote# 12886798

Dir. K. McClyea
05.18.23

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	STATE OF COLORADO	USD	3 Years	8/3/2023	5/5/2023 5:51:51 PM

CCP (Concurrent Call Path)						
CCP Plans						
Currency	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
	MRC	MRC	MRC	MRC	MRC	MRC
USD	6.50	27.00	34.00	38.00	87.00	8.00
GBP	5.19	21.56	27.15	30.34	69.47	6.39
EUR	5.89	24.45	30.79	34.42	78.79	7.25

*Plan maximum included minutes of 5000 minutes per CCP.

Plan 1 includes United States Local Calling

Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France

Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany

Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands

Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium as well as United Kingdom Mobile: 3 Mobile, O2, EE (Orange, T-Mobile),

Vodafone

Measured: Every call is rated.

CCP (Concurrent Call Path)						
Call Type Feature						
Currency	Voice Order Change Charge		Expedite Charge per ckt end (separate from LEC charges)		Account and Authorization Codes	
	MRC	NRC	MRC	NRC	MRC	NRC
USD		100.00		250.00	10.00	15.00
GBP		79.85		199.63	7.99	11.98
EUR		90.57		226.41	9.06	13.58

Feature Packs						
Currency	Feature Pack 1		Feature Pack 2		Mobility Feature Pack	
	MRC	NRC	MRC	NRC	MRC	NRC
USD			3.00		3.00	
GBP			2.40		2.40	
EUR			2.72		2.72	

Prepaid Minute Plan USD					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	24.00	99.75	127.05	168.00	360.94
50,000 Prepaid Minutes	120.00	498.75	635.25	813.75	1804.69
100,000 Prepaid Minutes	240.00	997.50	1270.50	1627.50	3609.38
250,000 Prepaid Minutes	570.00	2418.94	3017.44	3865.31	8572.27
500,000 Prepaid Minutes	1116.00	4738.13	5907.83	7567.88	16783.60
750,000 Prepaid Minutes	1620.00	6957.56	8575.88	10985.63	24363.29
1,000,000 Prepaid Minutes	2112.00	8977.50	11179.65	14322.00	31762.50
Customized Prepaid Minutes					

**EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE**

Prepaid Minute Plan GBP					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	19.16	79.65	101.45	134.15	288.22
50,000 Prepaid Minutes	95.82	398.26	507.26	649.79	1441.08
100,000 Prepaid Minutes	191.64	796.52	1014.52	1299.59	2882.15
250,000 Prepaid Minutes	455.16	1931.57	2409.48	3086.52	6845.11
500,000 Prepaid Minutes	891.15	3783.48	4717.51	6043.09	13402.01
750,000 Prepaid Minutes	1293.60	5555.74	6847.99	8772.22	19454.52
1,000,000 Prepaid Minutes	1686.47	7168.69	8927.15	11436.37	25362.93
Customized Prepaid Minutes					

Prepaid Minute Plan EUR					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	21.74	90.34	115.06	152.15	326.89
50,000 Prepaid Minutes	108.68	451.70	575.32	736.98	1634.43
100,000 Prepaid Minutes	217.36	903.39	1150.64	1473.96	3268.86
250,000 Prepaid Minutes	516.22	2190.73	2732.77	3500.65	7763.54
500,000 Prepaid Minutes	1010.71	4291.12	5350.47	6853.91	15200.20
750,000 Prepaid Minutes	1467.17	6301.17	7766.81	9949.22	22064.80
1,000,000 Prepaid Minutes	1912.75	8130.54	10124.94	12970.83	28765.95
Customized Prepaid Minutes					

Plan 1 includes United States Local Calling

Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France as well as International Calling to Canada, UK, UK-London, Italy, and Sweden

Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), and the Netherlands

Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, and Spain

Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium. UK mobile Calling: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone, as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, Spain, Luxembourg, USA (Hawaii), and Belgium

National Voice Services - United States							
	MRC			NRC			
	USD	GBP	EUR	USD	GBP	EUR	
Directory Listing Additional Listing	5.00	3.99	4.53	3.00	2.40	2.72	
Directory Listing Caption	5.00	3.99	4.53	3.00	2.40	2.72	
Directory Listing Foreign Additional Listing	12.00	9.58	10.87	3.00	2.40	2.72	
Directory Listing Non Pub	3.00	2.40	2.72	3.00	2.40	2.72	
Directory Listing Primary Listing							
Directory Listing Un Listed	3.00	2.40	2.72	3.00	2.40	2.72	
Interstate - Per Call Surcharge Directory Assistance				1.99	1.59	1.80	
Intrastate - Per Call Surcharge Directory Assistance				0.69	0.55	0.62	
LD Oper Chg: Person-to-Person Per Call Surcharge				3.50			
LD Oper Chg: Station-to-Station Per Call Surcharge				1.75			
Telephone Number Vanity Charge				100.00			
Telephone Number	0.15	0.12	0.14	2.00			
Port Charge Per Telephone Number							
Telephone Number with Teams/Lync 911	0.35	0.28	0.32	2.00			

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services - UK						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Telephone Number	1.00	0.80	0.91			
Telephone Number Vanity Charge				100.00	79.85	90.57
Port Charge Per Telephone Number				2.00	1.60	1.81
Directory Listing	5.00	3.99	4.53	3.00	2.40	2.72

National Voice Services Outbound - UK									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0092	.0073	.0083						
03 UK Wide	.0092	.0073	.0083						
Message Svc / Personal Number C	.1916	.1530	.1735						
Mobile FM10	.0443	.0354	.0401						
Mobile FM11	.3525	.2815	.3192						
Mobile FM12	.0263	.0210	.0238						
Mobile FM13	.3263	.2606	.2955						
Mobile FM14	.0353	.0282	.0320						
Mobile FM15	.0263	.0210	.0238						
Mobile FM16	.0263	.0210	.0238						
Mobile FM17	.1320	.1054	.1195						
Mobile FM2	.2700	.2156	.2445						
Mobile FM7	.2700	.2156	.2445						
Mobile FM8	.0263	.0210	.0238						
Mobile/Personal Number F	.5250	.4192	.4755						
New Voice Services G21	.0120	.0096	.0109						
NGCS Service Charge SC001									
NGCS Service Charge SC002	.0179	.0143	.0162						
NGCS Service Charge SC003	.0357	.0285	.0323						
NGCS Service Charge SC004	.0536	.0428	.0485						
NGCS Service Charge SC005	.0714	.0570	.0647						
NGCS Service Charge SC006	.0893	.0713	.0809						
NGCS Service Charge SC007	.1071	.0855	.0970						
NGCS Service Charge SC008	.1250	.0998	.1132						
NGCS Service Charge SC009	.1429	.1141	.1294						
NGCS Service Charge SC010	.1607	.1283	.1455						
NGCS Service Charge SC011	.1786	.1426	.1618						
NGCS Service Charge SC012	.1964	.1568	.1779						
NGCS Service Charge SC013	.2143	.1711	.1941						
NGCS Service Charge SC014	.2321	.1853	.2102						
NGCS Service Charge SC015	.2679	.2139	.2426						
NGCS Service Charge SC016	.3571	.2852	.3234						
NGCS Service Charge SC017	.4464	.3565	.4043						
NGCS Service Charge SC018	.5357	.4278	.4852						
NGCS Service Charge SC019	.6250	.4991	.5660						
NGCS Service Charge SC020	.6429	.5134	.5822						
NGCS Service Charge SC021	.7143	.5704	.6469						
NGCS Service Charge SC022	.8036	.6417	.7278						
NGCS Service Charge SC023	.8214	.6559	.7439						
NGCS Service Charge SC024	.8929	.7130	.8087						
NGCS Service Charge SC025	.9821	.7842	.8894						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - UK									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
NGCS Service Charge SC026	1.0714	.8555	.9703						
NGCS Service Charge SC027	1.1607	.9268	1.0512						
NGCS Service Charge SC028	1.2500	.9981	1.1321						
NGCS Service Charge SC029	1.3393	1.0695	1.2129						
NGCS Service Charge SC030	1.4286	1.1408	1.2938						
NGCS Service Charge SC031	1.6071	1.2833	1.4555						
NGCS Service Charge SC032	1.6964	1.3546	1.5364						
NGCS Service Charge SC033	1.7679	1.4117	1.6011						
NGCS Service Charge SC034	1.7857	1.4259	1.6172						
NGCS Service Charge SC035	1.9643	1.5685	1.7790						
NGCS Service Charge SC036	2.1429	1.7111	1.9407						
NGCS Service Charge SC037	2.5893	2.0676	2.3450						
NGCS Service Charge SC038	2.6786	2.1389	2.4259						
NGCS Service Charge SC039	2.7679	2.2102	2.5068						
NGCS Service Charge SC040	3.2143	2.5667	2.9111						
NGCS Service Charge SC041	3.5714	2.8518	3.2345						
NGCS Service Charge SC042	3.9286	3.1371	3.5580						
NGCS Service Charge SC043	4.4643	3.5648	4.0431						
NGCS Service Charge SC044	5.3571	4.2777	4.8517						
NGCS Service Charge SC045	6.4286	5.1334	5.8221						
NGCS Service Charge SC046				.0893	.0713	.0809			
NGCS Service Charge SC047				.1786	.1426	.1618			
NGCS Service Charge SC048				.2679	.2139	.2426			
NGCS Service Charge SC049				.4464	.3565	.4043			
NGCS Service Charge SC050				.5357	.4278	.4852			
NGCS Service Charge SC051				.6250	.4991	.5660			
NGCS Service Charge SC052				.7143	.5704	.6469			
NGCS Service Charge SC053				.8571	.6844	.7762			
NGCS Service Charge SC054				.8929	.7130	.8087			
NGCS Service Charge SC055				1.2500	.9981	1.1321			
NGCS Service Charge SC056				1.3393	1.0695	1.2129			
NGCS Service Charge SC057				1.7857	1.4259	1.6172			
NGCS Service Charge SC058				2.5893	2.0676	2.3450			
NGCS Service Charge SC059				2.6786	2.1389	2.4259			
NGCS Service Charge SC060				3.5714	2.8518	3.2345			
NGCS Service Charge SC061				4.4643	3.5648	4.0431			
NGCS Service Charge SC062				5.3571	4.2777	4.8517			
NGCS Service Charge SC063				7.1429	5.7037	6.4690			
NGCS Service Charge SC064				8.9286	7.1296	8.0863			
NGCS Service Charge SC065				10.7143	8.5556	9.7035			
NGCS Service Charge SC066	1.3750	1.0980	1.2453	2.7679	2.2102	2.5068			
NGCS Service Charge SC067	1.4286	1.1408	1.2938	.4464	.3565	.4043			
NGCS Service Charge SC068	2.4750	1.9763	2.2415	7.1250	5.6894	6.4528			
NGCS Service Charge SC069	2.4145	1.9280	2.1867	8.9100	7.1148	8.0694			
NGCS Service Charge SC070	4.9050	3.9167	4.4423				9.8250	7.8454	8.8981
NGCS Service Charge SC071	5.3400	4.2641	4.8362				10.2450	8.1808	9.2785
NGCS Service Charge SC072	6.2250	4.9708	5.6377				12.4650	9.9535	11.2890
NGCS Service Charge SC073	4.4700	3.5694	4.0483						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - UK									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
NGCS Service Charge SC074	.0893	.0713	.0809				.0893	.0713	.0809
NGCS Service Charge SC075	.1785	.1425	.1617				.1785	.1425	.1617
NGCS Service Charge SC076	.7143	.5704	.6469				.7143	.5704	.6469
NGCS Service Charge SC077	1.2500	.9981	1.1321				1.2500	.9981	1.1321
NGCS Service Charge SC078	2.6786	2.1389	2.4259				2.6786	2.1389	2.4259
NGCS Service Charge SC079	3.5715	2.8519	3.2346				3.5715	2.8519	3.2346
NGCS Service Charge SC080	6.0000	4.7911	5.4339				6.0000	4.7911	5.4339
Non Emergency Number FF31				.2330	.1861	.2110			
Pager Services Fixed Fee FF3				.6383	.5097	.5781			
Pager Services Fixed Fee FF8				.6383	.5097	.5781			
Pager Services Fixed Fee FF9				.6383	.5097	.5781			
Pager Services Nofee									
Pager/Messaging R	.0383	.0306	.0347						
Personal Number D	.1916	.1530	.1735						
Personal Number E	.0495	.0395	.0448						
Personal Number J	.5700	.4552	.5162						
Personal Number K	.6750	.5390	.6113						
Personal Number PN1	.4200	.3354	.3804						
Personal Number PN10	.7950	.6348	.7200						
Personal Number PN11	.8700	.6947	.7879						
Personal Number PN12	.5850	.4671	.5298						
Personal Number PN13	.8250	.6588	.7472						
Personal Number PN14	.6750	.5390	.6113						
Personal Number PN15	.2400	.1916	.2174						
Personal Number PN16	.2625	.2096	.2377						
Personal Number PN17	.2925	.2336	.2649						
Personal Number PN18	.3150	.2515	.2853						
Personal Number PN19	.1650	.1318	.1494						
Personal Number PN2	1.1550	.9223	1.0460						
Personal Number PN20	.5100	.4072	.4619						
Personal Number PN21	.8850	.7067	.8015						
Personal Number PN22	.0825	.0659	.0747						
Personal Number PN3	.1125	.0898	.1019						
Personal Number PN4	.5550	.4432	.5026						
Personal Number PN5	.3450	.2755	.3125						
Personal Number PN6	.4650	.3713	.4211						
Personal Number PN7	3.4500	2.7549	3.1245	.6383	.5097	.5781			
Personal Number PN8	.4125	.3294	.3736						
Personal Number PN9	.4950	.3953	.4483						
RadioPager Services Service Local Nts L3	.0639	.0510	.0579						
UK Mobile	.0195	.0156	.0177						
Wifi Services FW1	.1500	.1198	.1358						
Wifi Services FW10	.1500	.1198	.1358						
Wifi Services FW12	.1500	.1198	.1358						
Wifi Services FW2	.1500	.1198	.1358						
Wifi Services FW3	.1500	.1198	.1358						
Wifi Services FW4	.1500	.1198	.1358						
Wifi Services FW5	.3000	.2396	.2717						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - UK									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Wifi Services FW6	.3000	.2396	.2717						
Wifi Services FW7	.1500	.1198	.1358						
Wifi Services FW8	.1500	.1198	.1358						
Wifi Services FW9	.1500	.1198	.1358						

National Voice Services - Germany						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.99	4.53	3.00	2.40	2.72
Port Charge Per Telephone Number				132.00	105.40	119.55
Port Charge Per Telephone Number - 10 Consecutive				13.20	10.54	11.95
Port Charge Per Telephone Number - 100 Consecutive				2.20	1.76	1.99
Telephone Number	1.00	0.80	0.91	5.60	4.47	5.07
Telephone Number Vanity Charge				100.00	79.85	90.57

National Voice Services Outbound - Germany									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0110	.0088	.0100						
Directory Assistance 118	2.8956	2.3122	2.6224						
Directory Assistance 11833	5.7750	4.6114	5.2302	19.2430	15.3659	17.4276			
Directory Assistance 11834	5.7750	4.6114	5.2302	19.2430	15.3659	17.4276			
Emergency Services									
Freephone 800									
Germany Mobile	.0532	.0425	.0482						
Mass Transit 13	.2459	.1964	.2227						
Mass Transit 1371				.2459	.1964	.2227			
Mass Transit 1375				.2459	.1964	.2227			
Mass Transit 1376				.4391	.3506	.3977			
Mass Transit 1377				1.7562	1.4024	1.5905			
Mass Transit 1378				.8782	.7013	.7953			
Mass Transit 1379				.8782	.7013	.7953			
Mobile-Others	.4114	.3285	.3726						
National Subscriber 32	.0559	.0446	.0506						
Pager Services 16	.3266	.2608	.2958						
Pager Services 169				.8607	.6873	.7795			
Pager Services 1695	1.3066	1.0433	1.1833						
Pager Services 16953				2.1514	1.7179	1.9484			
Personal Number 700	.1990	.1589	.1802						
Premium 900	6.6000	5.2702	5.9773	21.9920	17.5610	19.9172			
Shared Cost 1801	.0686	.0548	.0621						
Shared Cost 1802				.1053	.0841	.0954			
Shared Cost 1803	.1581	.1262	.1432						
Shared Cost 1804				.3513	.2805	.3182			
Shared Cost 1805	.2459	.1964	.2227						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services - France						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.99	4.53	3.00	2.40	2.72
Port Charge Per Telephone Number				151.80	121.22	137.48
Port Charge Per Telephone Number - 10 Consecutive				22.00	17.57	19.92
Port Charge Per Telephone Number - 100 Consecutive				8.80	7.03	7.97
Telephone Number	1.00	0.80	0.91			
Telephone Number Vanity Charge				100.00	79.85	90.57

National Voice Services - France						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.99	4.53	3.00	2.40	2.72
Port Charge Per Telephone Number				151.80	121.22	137.48
Port Charge Per Telephone Number - 10 Consecutive				22.00	17.57	19.92
Port Charge Per Telephone Number - 100 Consecutive				8.80	7.03	7.97
Telephone Number	1.00	0.80	0.91			
Telephone Number Vanity Charge				100.00	79.85	90.57

National Voice Services - Netherlands						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.99	4.53	3.00	2.40	2.72
Port Charge Per Telephone Number				74.80	59.73	67.74
Port Charge Per Telephone Number - 10 Consecutive				50.60	40.41	45.83
Port Charge Per Telephone Number - 100 Consecutive				5.50	4.39	4.98
Telephone Number	1.00	0.80	0.91			
Telephone Number Vanity Charge				100.00	79.85	90.57

National Voice Services Outbound - Netherlands									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0132	.0105	.0120						
Business Number 088	.0275	.0220	.0249	.0550	.0439	.0498			
Data Services 67	.2200	.1757	.1992						
Data Services 672	.2860	.2284	.2590						
Data Services 673	.2860	.2284	.2590						
Data Services 67400	.4355	.3478	.3944						
Data Services 67500	.5565	.4444	.5040						
Data Services 67777	.1320	.1054	.1195						
Data Services 678	.9919	.7920	.8983						
Data Services 679	.9919	.7920	.8983						
Data Services 67100	.1018	.0813	.0922	.8468	.6762	.7669			
Freephone 800									
Netherlands Mobile	.0575	.0459	.0521						
Pager Services 65				1.4630	1.1682	1.3250			
Pager Services 656				.4598	.3672	.4164			
Pager Services 6570				.4598	.3672	.4164			
Pager Services 6571				.4598	.3672	.4164			

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Netherlands									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Pager Services 6572				.4598	.3672	.4164			
Pager Services 6573				.4598	.3672	.4164			
Pager Services 6574				.4598	.3672	.4164			
Pager Services 6599	.9423	.7524	.8534						
Pager Services 6600	.6270	.5007	.5678						
Pager Services 6601	.6270	.5007	.5678						
Pager Services 6602				1.0450	.8345	.9464			
Pager Services 6603				2.2781	1.8191	2.0632			
Pager Services 6604				1.3794	1.1015	1.2493			
Pager Services 6605				2.2781	1.8191	2.0632			
Pager Services 66066	.8360	.6676	.7571						
Pager Services 6607				1.3794	1.1015	1.2493			
Pager Services 6608				1.9228	1.5354	1.7414			
Pager Services 6609	.0477	.0381	.0432	.1625	.1298	.1472			
Pager Services 6616				.9423	.7524	.8534			
Pager Services 66160	.6270	.5007	.5678						
Pager Services 66161	.9423	.7524	.8534						
Pager Services 66162	.4180	.3338	.3786						
Pager Services 66163	1.4710	1.1746	1.3322						
Pager Services 66164	1.4710	1.1746	1.3322						
Pager Services 66165				1.8847	1.5050	1.7069			
Pager Services 66169	1.1495	.9179	1.0411						
Pager Services 66506				.7315	.5841	.6625			
Pager Services 66507				.7315	.5841	.6625			
Pager Services 66508				.7315	.5841	.6625			
Pager Services 66509				.7315	.5841	.6625			
Pager Services 66510				.1568	.1252	.1420			
Pager Services 66511				.1568	.1252	.1420			
Pager Services 66512	.0808	.0645	.0732	.0857	.0684	.0776			
Pager Services 66513				2.0915	1.6701	1.8942			
Pager Services 66519	.9423	.7524	.8534						
Pager Services 6653				1.4630	1.1682	1.3250			
Pager Services 665				1.2635	1.0089	1.1443			
Personal Assistance Services 84	.4180	.3338	.3786						
Personal Assistance Services 8408	.6270	.5007	.5678						
Personal Assistance Services 84262	1.6778	1.3398	1.5195						
Personal Assistance Services 84263				2.7170	2.1696	2.4607			
Personal Assistance Services 8475	.1008	.0805	.0913	.0857	.0684	.0776			
Personal Assistance Services 8476	.0477	.0381	.0432	.0477	.0381	.0432			
Personal Assistance Services 848	.1254	.1001	.1136						
Personal Assistance Services 8485	.1008	.0805	.0913	.0857	.0684	.0776			
Personal Assistance Services 84899	.0477	.0381	.0432	.1625	.1298	.1472			
Personal Assistance Services 849									
Personal Assistance Services 870	.9500	.7586	.8604						
Personal Assistance Services 871	1.6778	1.3398	1.5195						
Personal Assistance Services 87193				2.7170	2.1696	2.4607			

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Netherlands									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Personal Assistance Services 873	.9423	.7524	.8534						
Personal Assistance Services 87500	.0550	.0439	.0498						
Personal Assistance Services 8765	1.4710	1.1746	1.3322						
Personal Assistance Services 87785	.0919	.0734	.0832						
Personal Assistance Services 87786	.0919	.0734	.0832						
Personal Assistance Services 87787	.0241	.0192	.0218	.0857	.0684	.0776			
Personal Assistance Services 87788	.0241	.0192	.0218	.0857	.0684	.0776			
Personal Assistance Services 8700									
Personal Assistance Services 8701	.0919	.0734	.0832	.0857	.0684	.0776			
Personal Assistance Services 87784	.7355	.5873	.6661						
Personal Assistance Services 87789									

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services - Belgium						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.99	4.53	3.00	2.40	2.72
Port Charge Per Telephone Number				26.40	21.08	23.91
Port Charge Per Telephone Number - 10 Consecutive				19.80	15.81	17.93
Port Charge Per Telephone Number - 100 Consecutive				13.20	10.54	11.95
Telephone Number	1.00	0.80	0.91			
Telephone Number Vanity Charge				100.00	79.85	90.57

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0350	.0279	.0317						
Belgium Mobile	.0427	.0341	.0387						
Clock service 1200				.1159	.0925	.1050			
Clock service 1300				.1159	.0925	.1050			
Emergency Services									
Freephone 17									
Freephone 800									
Infokiosk 77									
Infokiosk 776	.7481	.5974	.6775	.0440	.0351	.0398			
Infokiosk 777	.7481	.5974	.6775	.0440	.0351	.0398			
Information Services 1207	.0653	.0521	.0591	1.9524	1.5590	1.7682	2.0200	1.6130	1.8294
Information Services 1307	.0653	.0521	.0591	1.9524	1.5590	1.7682			
Information Services 1313	.4546	.3630	.4117	1.8818	1.5027	1.7043			
Information Services 1414	.4546	.3630	.4117	4.9246	3.9324	4.4600			
Missing Child Hot Line 116000									
Pager Services 452				.5171	.4129	.4683			
Pager Services 453				.5171	.4129	.4683			
Pager Services 454				1.1700	.9343	1.0596			
Pager Services 458				.5171	.4129	.4683			
Pager Services 459				.5171	.4129	.4683			
Premium 70	.5456	.4357	.4941						
Premium 70231	.2727	.2178	.2470						
Premium 70246	.2727	.2178	.2470						
Premium 70270	.2727	.2178	.2470						
Premium 70271	.2727	.2178	.2470						
Premium 70272	.2727	.2178	.2470						
Premium 70273	.2727	.2178	.2470						
Premium 70274	.2727	.2178	.2470						
Premium 70442	.2727	.2178	.2470						
Premium 70445	.2727	.2178	.2470						
Premium 70474	.2727	.2178	.2470						
Premium 70650	.2727	.2178	.2470						
Premium 70651	.2727	.2178	.2470						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 70652	.2727	.2178	.2470						
Premium 70653	.2727	.2178	.2470						
Premium 70654	.2727	.2178	.2470						
Premium 706634	.2727	.2178	.2470						
Premium 706635	.2727	.2178	.2470						
Premium 70680	.2727	.2178	.2470						
Premium 70681	.2727	.2178	.2470						
Premium 70682	.2727	.2178	.2470						
Premium 70683	.2727	.2178	.2470						
Premium 70684	.2727	.2178	.2470						
Premium 7070	.2727	.2178	.2470						
Premium 70752	.2727	.2178	.2470						
Premium 70753	.2727	.2178	.2470						
Premium 707777	.2727	.2178	.2470						
Premium 900	.9092	.7260	.8234						
Premium 90025	.4546	.3630	.4117						
Premium 900425	.4546	.3630	.4117						
Premium 900502	.4546	.3630	.4117						
Premium 900503	.4546	.3630	.4117						
Premium 900770	.4546	.3630	.4117						
Premium 900771	.4546	.3630	.4117						
Premium 900772	.4546	.3630	.4117						
Premium 900773	.4546	.3630	.4117						
Premium 900774	.4546	.3630	.4117						
Premium 900775	.4546	.3630	.4117						
Premium 900820	.4546	.3630	.4117						
Premium 900821	.4546	.3630	.4117						
Premium 900822	.4546	.3630	.4117						
Premium 900823	.4546	.3630	.4117						
Premium 900824	.4546	.3630	.4117						
Premium 900889	.4546	.3630	.4117						
Premium 902	1.8181	1.4518	1.6466						
Premium 90215	1.3636	1.0889	1.2350						
Premium 902280	1.3636	1.0889	1.2350						
Premium 902281	1.3636	1.0889	1.2350						
Premium 902282	1.3636	1.0889	1.2350						
Premium 902283	1.3636	1.0889	1.2350						
Premium 902284	1.3636	1.0889	1.2350						
Premium 902330	1.3636	1.0889	1.2350						
Premium 902331	1.3636	1.0889	1.2350						
Premium 902332	1.3636	1.0889	1.2350						
Premium 902333	1.3636	1.0889	1.2350						
Premium 902334	1.3636	1.0889	1.2350						
Premium 902425	1.3636	1.0889	1.2350						
Premium 902426	1.3636	1.0889	1.2350						
Premium 90251	1.3636	1.0889	1.2350						
Premium 902522	1.3636	1.0889	1.2350						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 902523	1.3636	1.0889	1.2350						
Premium 90254	1.3636	1.0889	1.2350						
Premium 902770	1.3636	1.0889	1.2350						
Premium 902771	1.3636	1.0889	1.2350						
Premium 902772	1.3636	1.0889	1.2350						
Premium 902773	1.3636	1.0889	1.2350						
Premium 902774	1.3636	1.0889	1.2350						
Premium 903	2.7273	2.1778	2.4700						
Premium 903471	2.2727	1.8148	2.0583						
Premium 903472	2.2727	1.8148	2.0583						
Premium 903473	2.2727	1.8148	2.0583						
Premium 90351	2.2727	1.8148	2.0583						
Premium 903532	2.2727	1.8148	2.0583						
Premium 903533	2.2727	1.8148	2.0583						
Premium 90354	2.2727	1.8148	2.0583						
Premium 903550	2.2727	1.8148	2.0583						
Premium 903551	2.2727	1.8148	2.0583						
Premium 903552	2.2727	1.8148	2.0583						
Premium 903553	2.2727	1.8148	2.0583						
Premium 903889	2.2727	1.8148	2.0583						
Premium 904	3.1817	2.5406	2.8815						
Premium 904045									
Premium 904046									
Premium 904047									
Premium 904048									
Premium 904049									
Premium 90436									
Premium 90437									
Premium 90439									
Premium 90439552									
Premium 90442									
Premium 90443									
Premium 90444									
Premium 90445									
Premium 90446									
Premium 90447									
Premium 90448									
Premium 90449									
Premium 90456									
Premium 90469									
Premium 904805									
Premium 904806									
Premium 904807									
Premium 904808									
Premium 904809									
Premium 90482									
Premium 904885	3.6363	2.9037	3.2932						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 904886	3.6363	2.9037	3.2932						
Premium 904887	3.6363	2.9037	3.2932						
Premium 904888	3.6363	2.9037	3.2932						
Premium 904889	3.6363	2.9037	3.2932						
Premium 90516				.9092	.7260	.8234			
Premium 905162				1.8181	1.4518	1.6466			
Premium 905163				1.8181	1.4518	1.6466			
Premium 905164				1.8181	1.4518	1.6466			
Premium 905165				2.7273	2.1778	2.4700			
Premium 905166				2.7273	2.1778	2.4700			
Premium 905167				3.6363	2.9037	3.2932			
Premium 905168				3.6363	2.9037	3.2932			
Premium 905169				3.6363	2.9037	3.2932			
Premium 90522				.4546	.3630	.4117			
Premium 90523				3.6363	2.9037	3.2932			
Premium 90524				2.7273	2.1778	2.4700			
Premium 905244				2.2727	1.8148	2.0583			
Premium 905245				2.2727	1.8148	2.0583			
Premium 905246				2.2727	1.8148	2.0583			
Premium 905247				3.1817	2.5406	2.8815			
Premium 905248				3.1817	2.5406	2.8815			
Premium 905249				3.1817	2.5406	2.8815			
Premium 905330				.4546	.3630	.4117			
Premium 905331				.9092	.7260	.8234			
Premium 905332				1.3636	1.0889	1.2350			
Premium 905333				1.8181	1.4518	1.6466			
Premium 905334				2.2727	1.8148	2.0583			
Premium 905335				2.7273	2.1778	2.4700			
Premium 905336				3.1817	2.5406	2.8815			
Premium 905337				3.6363	2.9037	3.2932			
Premium 905338				3.6363	2.9037	3.2932			
Premium 905339				1.8181	1.4518	1.6466			
Premium 90538				3.6363	2.9037	3.2932			
Premium 90540				.4546	.3630	.4117			
Premium 905404				1.3636	1.0889	1.2350			
Premium 905405				2.2727	1.8148	2.0583			
Premium 905406				2.7273	2.1778	2.4700			
Premium 90541				.9092	.7260	.8234			
Premium 905414				3.6363	2.9037	3.2932			
Premium 905415				3.1817	2.5406	2.8815			
Premium 905416				3.6363	2.9037	3.2932			
Premium 90542				1.8181	1.4518	1.6466			
Premium 90544				.9092	.7260	.8234			
Premium 90550				3.6363	2.9037	3.2932			
Premium 905500				.4546	.3630	.4117			
Premium 905502				.9092	.7260	.8234			
Premium 905505				1.8181	1.4518	1.6466			

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 90553				.9092	.7260	.8234			
Premium 905534				.4546	.3630	.4117			
Premium 905535				.4546	.3630	.4117			
Premium 905536				.4546	.3630	.4117			
Premium 905537				1.3636	1.0889	1.2350			
Premium 905538				1.3636	1.0889	1.2350			
Premium 905539				1.3636	1.0889	1.2350			
Premium 90556				.9092	.7260	.8234			
Premium 905659				56.3636	45.0073	51.0461			
Premium 90566				1.8181	1.4518	1.6466			
Premium 90567				.4546	.3630	.4117			
Premium 90568				.9092	.7260	.8234			
Premium 90569				1.8181	1.4518	1.6466			
Premium 905770				.4546	.3630	.4117			
Premium 905771				.9092	.7260	.8234			
Premium 905772				1.3636	1.0889	1.2350			
Premium 905773				1.8181	1.4518	1.6466			
Premium 905774				2.2727	1.8148	2.0583			
Premium 905775				2.7273	2.1778	2.4700			
Premium 905776				2.7273	2.1778	2.4700			
Premium 905777				3.1817	2.5406	2.8815			
Premium 905778				3.6363	2.9037	3.2932			
Premium 905779				3.6363	2.9037	3.2932			
Premium 90582				1.8181	1.4518	1.6466			
Premium 90586				3.6363	2.9037	3.2932			
Premium 905860				.9092	.7260	.8234			
Premium 905861				.9092	.7260	.8234			
Premium 905862				1.8181	1.4518	1.6466			
Premium 905863				1.8181	1.4518	1.6466			
Premium 905864				1.8181	1.4518	1.6466			
Premium 905865				2.7273	2.1778	2.4700			
Premium 905866				2.7273	2.1778	2.4700			
Premium 90588				3.6363	2.9037	3.2932			
Premium 905880				.4546	.3630	.4117			
Premium 905881				.9092	.7260	.8234			
Premium 905882				1.3636	1.0889	1.2350			
Premium 905883				1.8181	1.4518	1.6466			
Premium 905884				2.2727	1.8148	2.0583			
Premium 905885				2.7273	2.1778	2.4700			
Premium 905886				3.1817	2.5406	2.8815			
Premium 906	1.8181	1.4518	1.6466						
Premium 90600	.9092	.7260	.8234						
Premium 90606	1.8181	1.4518	1.6466						
Premium 906060	.4546	.3630	.4117						
Premium 906061	.4546	.3630	.4117						
Premium 906062	.9092	.7260	.8234						
Premium 906063	.9092	.7260	.8234						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 906064	1.3636	1.0889	1.2350						
Premium 906065	1.3636	1.0889	1.2350						
Premium 90616	1.3636	1.0889	1.2350						
Premium 90622	.9092	.7260	.8234						
Premium 90623	1.3636	1.0889	1.2350						
Premium 90625	.9092	.7260	.8234						
Premium 906330	.4546	.3630	.4117						
Premium 906331	.9092	.7260	.8234						
Premium 906332	1.3636	1.0889	1.2350						
Premium 906400									
Premium 906401									
Premium 906444	.9091	.7259	.8233						
Premium 906445	.9091	.7259	.8233						
Premium 906488	1.3636	1.0889	1.2350						
Premium 906489	1.3636	1.0889	1.2350						
Premium 906800	.4545	.3629	.4116						
Premium 906801	.4545	.3629	.4116						
Premium 906802	.9091	.7259	.8233						
Premium 906803	.9091	.7259	.8233						
Premium 906804	1.3636	1.0889	1.2350						
Premium 906805	1.3636	1.0889	1.2350						
Premium 907	2.7273	2.1778	2.4700						
Premium 907070	2.2727	1.8148	2.0583						
Premium 907071	2.2727	1.8148	2.0583						
Premium 907074	3.1817	2.5406	2.8815						
Premium 907075	3.1817	2.5406	2.8815						
Premium 907076	3.6363	2.9037	3.2932						
Premium 907077	3.6363	2.9037	3.2932						
Premium 907078	3.6363	2.9037	3.2932						
Premium 907079	3.6363	2.9037	3.2932						
Premium 90723	2.2727	1.8148	2.0583						
Premium 90736	3.6363	2.9037	3.2932						
Premium 90738	3.6363	2.9037	3.2932						
Premium 90739	3.6363	2.9037	3.2932						
Premium 90739000	3.6363	2.9037	3.2932						
Premium 90739275	3.6363	2.9037	3.2932						
Premium 90739276	3.6363	2.9037	3.2932						
Premium 90739277	3.6363	2.9037	3.2932						
Premium 90739552	3.6363	2.9037	3.2932						
Premium 907471	2.2727	1.8148	2.0583						
Premium 907472	2.2727	1.8148	2.0583						
Premium 907473	2.2727	1.8148	2.0583						
Premium 907474	3.1817	2.5406	2.8815						
Premium 907475	3.1817	2.5406	2.8815						
Premium 907476	3.1817	2.5406	2.8815						
Premium 907477	3.6363	2.9037	3.2932						
Premium 907478	3.6363	2.9037	3.2932						

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 907479	3.6363	2.9037	3.2932						
Premium 90756	3.1817	2.5406	2.8815						
Premium 907800	2.2727	1.8148	2.0583						
Premium 907801	2.2727	1.8148	2.0583						
Premium 907804	3.1817	2.5406	2.8815						
Premium 907805	3.1817	2.5406	2.8815						
Premium 907806	3.6363	2.9037	3.2932						
Premium 907807	3.6363	2.9037	3.2932						
Premium 907808	3.6363	2.9037	3.2932						
Premium 907809	3.6363	2.9037	3.2932						
Premium 90782	3.6363	2.9037	3.2932						
Premium 907880	2.2727	1.8148	2.0583						
Premium 907881	3.1817	2.5406	2.8815						
Premium 907882	3.6363	2.9037	3.2932						
Premium 90900				56.3636	45.0073	51.0461			
Premium 909000				1.8181	1.4518	1.6466			
Premium 909001				6.3636	5.0814	5.7632			
Premium 909002				10.9091	8.7111	9.8799			
Premium 909003				15.4546	12.3408	13.9966			
Premium 909004				24.5454	19.5999	22.2297			
Premium 909280	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909281				6.3636	5.0814	5.7632			
Premium 909282	5.0001	3.9927	4.5284	6.3636	5.0814	5.7632			
Premium 909283				15.4546	12.3408	13.9966			
Premium 909284	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909285				19.9999	15.9703	18.1131			
Premium 909286	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 909287				24.5454	19.5999	22.2297			
Premium 909288	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909289				56.3636	45.0073	51.0461			
Premium 90937				56.3636	45.0073	51.0461			
Premium 909370				19.9999	15.9703	18.1131			
Premium 909371				19.9999	15.9703	18.1131			
Premium 909372				19.9999	15.9703	18.1131			
Premium 909373				38.1819	30.4889	34.5797			
Premium 909374				38.1819	30.4889	34.5797			
Premium 909375				38.1819	30.4889	34.5797			
Premium 90940				10.9091	8.7111	9.8799			
Premium 909405	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909406	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909407	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909408	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909409	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 90941				6.3636	5.0814	5.7632			
Premium 909415	5.0001	3.9927	4.5284	6.3636	5.0814	5.7632			
Premium 909416	5.0001	3.9927	4.5284	6.3636	5.0814	5.7632			
Premium 909417	5.0001	3.9927	4.5284	6.3636	5.0814	5.7632			

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 909418	5.0001	3.9927	4.5284	6.3636	5.0814	5.7632			
Premium 909419	5.0001	3.9927	4.5284	6.3636	5.0814	5.7632			
Premium 90942				15.4546	12.3408	13.9966			
Premium 909425	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909426	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909427	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909428	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909429	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 90943				19.9999	15.9703	18.1131			
Premium 909435	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 909436	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 909437	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 909438	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 909439	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 90944				24.5454	19.5999	22.2297			
Premium 909445	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909446	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909447	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909448	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909449	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 90945				29.0909	23.2296	26.3464			
Premium 909455	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 909456	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 909457	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 909458	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 909459	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 90946				56.3636	45.0073	51.0461			
Premium 90947				33.6364	26.8593	30.4631			
Premium 909475	2.2727	1.8148	2.0583	33.6364	26.8593	30.4631			
Premium 909476	2.2727	1.8148	2.0583	33.6364	26.8593	30.4631			
Premium 909477	2.2727	1.8148	2.0583	33.6364	26.8593	30.4631			
Premium 909478	2.2727	1.8148	2.0583	33.6364	26.8593	30.4631			
Premium 909479	2.2727	1.8148	2.0583	33.6364	26.8593	30.4631			
Premium 90948				38.1819	30.4889	34.5797			
Premium 909485	1.8181	1.4518	1.6466	38.1819	30.4889	34.5797			
Premium 909486	1.8181	1.4518	1.6466	38.1819	30.4889	34.5797			
Premium 909487	1.8181	1.4518	1.6466	38.1819	30.4889	34.5797			
Premium 909488	1.8181	1.4518	1.6466	38.1819	30.4889	34.5797			
Premium 909489	1.8181	1.4518	1.6466	38.1819	30.4889	34.5797			
Premium 90949				1.8181	1.4518	1.6466			
Premium 909495	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909496	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909497	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909498	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909499	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909650	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909651	3.6363	2.9037	3.2932	19.9984	15.9691	18.1117			

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 909652	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909653	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909654	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909655	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909656	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909657	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909658	4.5455	3.6297	4.1167	10.9091	8.7111	9.8799			
Premium 909660	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909661				15.4546	12.3408	13.9966			
Premium 909662				10.9091	8.7111	9.8799			
Premium 909663				6.3636	5.0814	5.7632			
Premium 909664				19.9999	15.9703	18.1131			
Premium 909665				24.5454	19.5999	22.2297			
Premium 909666				29.0909	23.2296	26.3464			
Premium 909667				33.6364	26.8593	30.4631			
Premium 909668				38.1819	30.4889	34.5797			
Premium 909669				56.3636	45.0073	51.0461			
Premium 90977				1.8181	1.4518	1.6466			
Premium 909774				6.3636	5.0814	5.7632			
Premium 909775				6.3636	5.0814	5.7632			
Premium 909776				15.4546	12.3408	13.9966			
Premium 909777				19.9999	15.9703	18.1131			
Premium 909778				24.5454	19.5999	22.2297			
Premium 909779				56.3636	45.0073	51.0461			
Premium 90980				1.8181	1.4518	1.6466			
Premium 909805	5.4546	4.3556	4.9400	1.8181	1.4518	1.6466			
Premium 909806	5.4546	4.3556	4.9400	1.8181	1.4518	1.6466			
Premium 909807	5.4546	4.3556	4.9400	1.8181	1.4518	1.6466			
Premium 909808	5.4546	4.3556	4.9400	1.8181	1.4518	1.6466			
Premium 909809	5.4546	4.3556	4.9400	1.8181	1.4518	1.6466			
Premium 90981				6.3636	5.0814	5.7632			
Premium 909815	5.0025	3.9946	4.5306	6.3636	5.0814	5.7632			
Premium 909816	5.0025	3.9946	4.5306	6.3636	5.0814	5.7632			
Premium 909817	5.0025	3.9946	4.5306	6.3636	5.0814	5.7632			
Premium 909818	5.0025	3.9946	4.5306	6.3636	5.0814	5.7632			
Premium 909819	5.0025	3.9946	4.5306	6.3636	5.0814	5.7632			
Premium 90982				15.4546	12.3408	13.9966			
Premium 909825	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909826	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909827	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909828	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909829	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 90983				19.9999	15.9703	18.1131			
Premium 909835	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 909836	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 909837	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 909838	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 909839	3.6363	2.9037	3.2932	19.9999	15.9703	18.1131			
Premium 90984				24.5454	19.5999	22.2297			
Premium 909845	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909846	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909847	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909848	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 909849	3.1817	2.5406	2.8815	24.5454	19.5999	22.2297			
Premium 90985				29.0909	23.2296	26.3464			
Premium 909855	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 909856	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 909857	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 909858	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 909859	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Premium 90986				56.3636	45.0073	51.0461			
Premium 90987				1.8181	1.4518	1.6466			
Premium 909875	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909876	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909877	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909878	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909879	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 90988				1.8181	1.4518	1.6466			
Premium 909885	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909886	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909887	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909888	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909889	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 90989				1.8181	1.4518	1.6466			
Premium 909895	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909896	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909897	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909898	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909899	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 9099	5.4544	4.3554	4.9398	56.3636	45.0073	51.0461			
Premium 909900	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909901				6.3636	5.0814	5.7632			
Premium 909902				10.9091	8.7111	9.8799			
Premium 909903				15.4546	12.3408	13.9966			
Premium 909904				19.9999	15.9703	18.1131			
Premium 909905				24.5454	19.5999	22.2297			
Premium 909906				29.0909	23.2296	26.3464			
Premium 909907				33.6364	26.8593	30.4631			
Premium 909908				38.1819	30.4889	34.5797			
Premium 909990	5.0001	3.9927	4.5284	6.3636	5.0814	5.7632			
Premium 909991				1.8181	1.4518	1.6466			
Premium 909992				6.3636	5.0814	5.7632			
Premium 909993				10.9091	8.7111	9.8799			
Premium 909994				15.4546	12.3408	13.9966			

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Premium 909995				24.5454	19.5999	22.2297			
Premium 909996				56.3636	45.0073	51.0461			
Premium 909997	5.4544	4.3554	4.9398	1.8181	1.4518	1.6466			
Premium 909998	4.0909	3.2667	3.7050	15.4546	12.3408	13.9966			
Premium 909999	2.7273	2.1778	2.4700	29.0909	23.2296	26.3464			
Shared Cost 78	.0480	.0383	.0435	.0418	.0334	.0379			

Toll Free/Free Phone - United States							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
United States Toll Free Number	800 Number	3.00	2.40	2.72			
United States Toll Free Call Type Feature	Area Code Blocking				25.00	19.96	22.64
United States Toll Free Call Type Feature	Info Digit Blocking	10.00	7.99	9.06			
United States Toll Free Call Type Feature	Info Digit Routing	10.00	7.99	9.06			
United States Toll Free Call Type Feature	Info Digit Screening	15.00	11.98	13.58	15.00	11.98	13.58
United States Toll Free Call Type Feature	National Directory Assistance	20.00	15.97	18.11			
United States Toll Free Call Type Feature	Origin of Call Blocking	10.00	7.99	9.06			
United States Toll Free Call Type Feature	Origin of Call Routing	10.00	7.99	9.06			
United States Toll Free Call Type Feature	Payphone Surcharge (per call)				0.62	0.50	0.56
United States Toll Free Call Type Feature	Percent Allocation Routing	10.00	7.99	9.06			
United States Toll Free Call Type Feature	Time of Day Routing	10.00	7.99	9.06			
United States Toll Free Call Type Feature	Vanity Number						

Toll Free/Free Phone - United States				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
United States Interstate	Interstate	.0150	.0120	.0136
United States Canadian Origination	United States	.0700	.0559	.0634
United States Intrastate	Alabama	.0150	.0120	.0136
United States Intrastate	Alaska	.0180	.0144	.0163
United States Intrastate	Arizona	.0150	.0120	.0136
United States Intrastate	Arkansas	.0180	.0144	.0163
United States Intrastate	California	.0150	.0120	.0136
United States Intrastate	Colorado	.0150	.0120	.0136
United States Intrastate	Connecticut	.0150	.0120	.0136
United States Intrastate	Delaware	.0150	.0120	.0136
United States Intrastate	Florida	.0150	.0120	.0136
United States Intrastate	Georgia	.0150	.0120	.0136
United States Intrastate	Hawaii	.0180	.0144	.0163
United States Intrastate	Idaho	.0180	.0144	.0163
United States Intrastate	Illinois	.0150	.0120	.0136
United States Intrastate	Indiana	.0150	.0120	.0136
United States Intrastate	Iowa	.0250	.0200	.0226
United States Intrastate	Kansas	.0180	.0144	.0163
United States Intrastate	Kentucky	.0180	.0144	.0163

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

Toll Free/Free Phone - United States				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
United States Intrastate	Louisiana	.0150	.0120	.0136
United States Intrastate	Maine	.0180	.0144	.0163
United States Intrastate	Maryland	.0180	.0144	.0163
United States Intrastate	Massachusetts	.0150	.0120	.0136
United States Intrastate	Michigan	.0150	.0120	.0136
United States Intrastate	Minnesota	.0180	.0144	.0163
United States Intrastate	Mississippi	.0180	.0144	.0163
United States Intrastate	Missouri	.0150	.0120	.0136
United States Intrastate	Montana	.0250	.0200	.0226
United States Intrastate	Nebraska	.0180	.0144	.0163
United States Intrastate	Nevada	.0150	.0120	.0136
United States Intrastate	New Hampshire	.0180	.0144	.0163
United States Intrastate	New Jersey	.0150	.0120	.0136
United States Intrastate	New Mexico	.0150	.0120	.0136
United States Intrastate	New York	.0180	.0144	.0163
United States Intrastate	North Carolina	.0150	.0120	.0136
United States Intrastate	North Dakota	.0550	.0439	.0498
United States Intrastate	Ohio	.0150	.0120	.0136
United States Intrastate	Oklahoma	.0180	.0144	.0163
United States Intrastate	Oregon	.0150	.0120	.0136
United States Intrastate	Pennsylvania	.0180	.0144	.0163
United States Intrastate	Rhode Island	.0180	.0144	.0163
United States Intrastate	South Carolina	.0150	.0120	.0136
United States Intrastate	South Dakota	.0180	.0144	.0163
United States Intrastate	Tennessee	.0150	.0120	.0136
United States Intrastate	Texas	.0150	.0120	.0136
United States Intrastate	Utah	.0150	.0120	.0136
United States Intrastate	Vermont	.0180	.0144	.0163
United States Intrastate	Virginia	.0180	.0144	.0163
United States Intrastate	Washington	.0150	.0120	.0136
United States Intrastate	West Virginia	.0180	.0144	.0163
United States Intrastate	Wisconsin	.0180	.0144	.0163
United States Intrastate	Wyoming	.0180	.0144	.0163

Toll Free/Free Phone - UK							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
UK Toll Free/ Freephone Number	Freephone Number	3.00	2.40	2.72			
UK Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
UK Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

Toll Free/Free Phone - UK				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
UK Origination	Landline Origination	.0398	.0318	.0360
UK Origination	Payphone Origination	1.1455	.9147	1.0374

Toll Free/Free Phone - Germany							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Germany Toll Free/ Freephone Number	Freephone Number	3.00	2.40	2.72			
Germany Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

Germany Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57
---	---------------	--	--	--	--------	-------	-------

Toll Free/Free Phone - Germany							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Germany Origination	Landline Origination	.0158	.0126	.0143			
Germany Origination	Mobile Origination	.2178	.1739	.1973			
Germany Origination	Payphone Origination	.4950	.3953	.4483			

Toll Free/Free Phone - France							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
France Toll Free/Freephone Number	Freephone Number	3.00	2.40	2.72			
France Toll Free/Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
France Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

Toll Free/Free Phone - France							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
France Origination	Landline Origination	.0198	.0158	.0179			
France Origination	Mobile Origination	.0880	.0703	.0797			
France Origination	Payphone Origination	.2200	.1757	.1992			

Toll Free/Free Phone - Netherlands							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Netherlands Toll Free/Freephone Number	Freephone Number	3.00	2.40	2.72			
Netherlands Toll Free/Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
Netherlands Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

Toll Free/Free Phone - Netherlands							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Netherlands Origination	Landline Origination	.0880	.0703	.0797			
Netherlands Origination	Mobile Origination	.4400	.3513	.3985			

Toll Free/Free Phone - Belgium							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Belgium Toll Free / Freephone Number	Freephone Number	3.00	2.40	2.72			
Belgium Toll Free / Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
Belgium Toll Free / Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

Toll Free/Free Phone - Belgium				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
Belgium Origination	Landline Origination	.0334	.0267	.0302
Belgium Origination	Mobile Origination	.6027	.4813	.5458
Belgium Origination	Payphone Origination	.3568	.2849	.3231

Toll Free/Free Phone - Ireland							
Rates are per minute / 18 second minimum / 6 second rounding							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Ireland Toll Free/ Freephone Number	Freephone Number	3.00	2.40	2.72			
Ireland Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
Ireland Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

Toll Free/Free Phone - Ireland				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
Ireland Origination	Landline Origination	.0264	.0211	.0239
Ireland Origination	Mobile Origination	.7480	.5973	.6774
Ireland Origination	Payphone Origination	.5060	.4041	.4583

Toll Free/Free Phone - Austria							
Rates are per minute / 18 second minimum / 6 second rounding							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Austria Toll Free/ Freephone Number	Freephone Number	3.00	2.40	2.72			
Austria Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
Austria Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

Toll Free/Free Phone - Austria				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
Austria Origination	Landline Origination	.0626	.0500	.0567
Austria Origination	Mobile Origination	.2323	.1855	.2104
Austria Origination	Payphone Origination	.1320	.1054	.1195

Toll Free/Free Phone - Portugal							
Rates are per minute / 18 second minimum / 6 second rounding							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Portugal Toll Free/ Freephone Number	Freephone Number	3.00	2.40	2.72			
Portugal Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
Portugal Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

Toll Free/Free Phone - Portugal				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

Portugal Origination	Landline Origination	.0925	.0739	.0838
Portugal Origination	Mobile Origination	.0925	.0739	.0838
Portugal Origination	Payphone Origination	.0925	.0739	.0838

Toll Free/Free Phone - Spain							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Spain Toll Free/ Freephone Number	Freephone Number	3.00	2.40	2.72			
Spain Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
Spain Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

Toll Free/Free Phone - Spain						
Rates are per minute / 18 second minimum / 6 second rounding						
		Rate Per Minute				
		USD	GBP	EUR		
Spain Origination	Landline Origination	.0168	.0134	.0152		
Spain Origination	Mobile Origination	.2926	.2336	.2650		
Spain Origination	Payphone Origination	.1540	.1230	.1395		

Toll Free/Free Phone - Switzerland							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Switzerland Toll Free/ Freephone Number	Freephone Number	3.00	2.40	2.72			
Switzerland Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.40	2.72
Switzerland Toll Free/Freephone Call Type Feature	Vanity Number				100.00	79.85	90.57

Toll Free/Free Phone - Switzerland						
Rates are per minute / 18 second minimum / 6 second rounding						
		Rate Per Minute				
		USD	GBP	EUR		
Switzerland Origination	Landline Origination	.0334	.0267	.0302		
Switzerland Origination	Mobile Origination	.1836	.1466	.1663		
Switzerland Origination	Payphone Origination	.4720	.3769	.4275		

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
Country	Dedicated	Dedicated	Dedicated
	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Afghanistan	0.3	0.24	0.2717
Afghanistan-Mobile	0.32	0.256	0.2898
Albania	0.24	0.192	0.2174
Albania-Mobile	0.6	0.479	0.5434
Algeria	0.1	0.08	0.0906
Algeria-Mobile	0.68	0.543	0.6158
American Samoa	0.05	0.04	0.0453
Andorra	0.18	0.144	0.163
Andorra-Mobile	0.35	0.28	0.317
Angola	0.1	0.08	0.0906
Angola-Mobile	0.26	0.208	0.2355
Anguilla	0.4	0.319	0.3623
Anguilla-Mobile	0.42	0.335	0.3804
Antarctica	2.6	2.076	2.3547

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Antarctica-Norfolk Island	1.6638	1.329	1.5068
Antigua and Barbuda	0.3	0.24	0.2717
Antigua and Barbuda-Mobile	0.4015	0.321	0.3636
Argentina	0.033	0.026	0.0299
Argentina-Buenos Aires	0.033	0.026	0.0299
Argentina-Mobile	0.22	0.176	0.1992
Armenia	0.38	0.303	0.3441
Armenia-Mobile	0.38	0.303	0.3441
Aruba	0.15	0.12	0.1358
Aruba-Mobile	0.33	0.264	0.2989
Ascension Island	1.75	1.397	1.5849
Australia	0.02	0.016	0.0181
Australia-Melbourne	0.012	0.01	0.0109
Australia-Mobile	0.0354	0.028	0.0321
Australia-Perth	0.012	0.01	0.0109
Australia-Sydney	0.012	0.01	0.0109
Austria	0.08	0.064	0.0725
Austria-Mobile	0.08	0.064	0.0725
Austria-NGN	0.3494	0.279	0.3164
Azerbaijan	0.5	0.399	0.4528
Azerbaijan-Mobile	0.4	0.319	0.3623
Bahamas	0.3535	0.282	0.3201
Bahamas-Mobile	0.3521	0.281	0.3189
Bahrain	0.22	0.176	0.1992
Bahrain-Mobile	0.22	0.176	0.1992
Bahrain-NGN	0.22	0.176	0.1992
Bangladesh	0.06	0.048	0.0543
Bangladesh-Mobile	0.06	0.048	0.0543
Barbados	0.22	0.176	0.1992
Barbados-Mobile	0.32	0.256	0.2898
Belarus	0.45	0.359	0.4075
Belarus-Mobile	0.45	0.359	0.4075
Belgium	0.05	0.04	0.0453
Belgium-Mobile	0.3682	0.294	0.3335
Belgium-Mobile Base	0.1127	0.09	0.1021
Belgium-Mobile Mobistar	0.0846	0.068	0.0766
Belgium-Mobile Proximus	0.0718	0.057	0.065
Belgium-NGN	0.366	0.292	0.3315
Belize	0.31	0.248	0.2808
Benin	0.42	0.335	0.3804
Bermuda	0.07	0.056	0.0634
Bhutan	0.075	0.06	0.0679
Bhutan-Mobile	0.075	0.06	0.0679
Bolivia	0.35	0.28	0.317
Bolivia-La Paz	0.35	0.28	0.317
Bolivia-Mobile	0.35	0.28	0.317
Bosnia/Herzegovina	0.1997	0.16	0.1809
Bosnia/Herzegovina-Mobile	0.7219	0.577	0.6538
Botswana	0.2	0.16	0.1811
Botswana-Mobile	0.28	0.224	0.2536
Brazil	0.02	0.016	0.0181
Brazil-Belo Horizonte	0.012	0.01	0.0109
Brazil-Brasilia	0.012	0.01	0.0109
Brazil-Curitiba	0.012	0.01	0.0109
Brazil-Florianapolis	0.012	0.01	0.0109
Brazil-Fortaleza	0.012	0.01	0.0109

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Brazil-Goiania	0.012	0.01	0.0109
Brazil-Governador Valadares	0.012	0.01	0.0109
Brazil-Mobile	0.12	0.096	0.1087
Brazil-Porto Alegre	0.012	0.01	0.0109
Brazil-Recife	0.012	0.01	0.0109
Brazil-Rio de Janeiro	0.012	0.01	0.0109
Brazil-Salvador	0.012	0.01	0.0109
Brazil-Sao Paulo	0.012	0.01	0.0109
Brazil-Vitoria	0.012	0.01	0.0109
British Virgin Islands	0.2329	0.186	0.2109
British Virgin Islands-Mobile	0.2329	0.186	0.2109
Brunei	0.06	0.048	0.0543
Brunei-Mobile	0.0616	0.049	0.0558
Bulgaria	0.1	0.08	0.0906
Bulgaria-Mobile	0.4	0.319	0.3623
Burkina Faso	0.45	0.359	0.4075
Burkina Faso-Mobile	0.45	0.359	0.4075
Burundi	1.0242	0.818	0.9276
Burundi-Mobile	1.0242	0.818	0.9276
Cambodia	0.1	0.08	0.0906
Cambodia-Mobile	0.1	0.08	0.0906
Cameroon	0.181	0.145	0.1639
Cameroon-Mobile	0.45	0.359	0.4075
Canada	0.01	0.008	0.0091
Canada-Yukon and NW Territories 867	0.0566	0.045	0.0513
Cape Verde Islands	0.3394	0.271	0.3074
Cape Verde Islands-Mobile	0.4659	0.372	0.4219
Cayman Islands	0.2	0.16	0.1811
Cayman Islands-Mobile	0.2	0.16	0.1811
Cayman Islands-NGN	0.2	0.16	0.1811
Central African Republic	0.65	0.519	0.5887
Chad	0.85	0.679	0.7698
Chad-Mobile	0.85	0.679	0.7698
Chile	0.1	0.08	0.0906
Chile-Easter Island	0.7653	0.611	0.6931
Chile-Mobile	0.1	0.08	0.0906
Chile-NGN	0.1	0.08	0.0906
Chile-Santiago	0.1	0.08	0.0906
China	0.075	0.06	0.0679
Colombia	0.05	0.04	0.0453
Colombia-Mobile	0.05	0.04	0.0453
Comoros	0.65	0.519	0.5887
Comoros-Mobile	0.65	0.519	0.5887
Congo	0.65	0.519	0.5887
Cook Islands	2.5	1.996	2.2641
Costa Rica	0.04	0.032	0.0362
Costa Rica-Mobile	0.09	0.072	0.0815
Costa Rica-NGN	0.09	0.072	0.0815
Croatia	0.22	0.176	0.1992
Croatia-Mobile	0.38	0.303	0.3441
Croatia-NGN	0.22	0.176	0.1992
Cuba	0.85	0.679	0.7698
Cyprus	0.06	0.048	0.0543
Cyprus-Mobile	0.1	0.08	0.0906
Cyprus-NGN	0.06	0.048	0.0543
Czech Republic	0.05	0.04	0.0453

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Czech Republic-Mobile	0.15	0.12	0.1358
Czech Republic-Prague	0.0253	0.02	0.0229
Dem. Rep. of Congo	0.7597	0.607	0.688
Dem. Rep. of Congo-Mobile	0.6899	0.551	0.6248
Dem. Rep. of Congo-NGN	0.7597	0.607	0.688
Denmark	0.018	0.014	0.0163
Denmark-Mobile	0.05	0.04	0.0453
Denmark-NGN	0.05	0.04	0.0453
Diego Garcia	2.5626	2.046	2.3208
Djibouti	0.55	0.439	0.4981
Djibouti-Mobile	0.55	0.439	0.4981
Dominica	0.35	0.28	0.317
Dominica-Mobile	0.35	0.28	0.317
Dominican Republic	0.05	0.04	0.0453
Dominican Republic-Mobile	0.12	0.096	0.1087
Ecuador	0.2	0.16	0.1811
Ecuador-Mobile	0.3	0.24	0.2717
Egypt	0.15	0.12	0.1358
Egypt-Mobile	0.15	0.12	0.1358
El Salvador	0.28	0.224	0.2536
El Salvador-Mobile	0.28	0.224	0.2536
Equatorial Guinea	0.7	0.559	0.634
Eritrea	0.4	0.319	0.3623
Estonia	0.045	0.036	0.0408
Estonia-Mobile	0.5	0.399	0.4528
Estonia-NGN	1.5714	1.255	1.4232
Eswatini	0.25	0.2	0.2264
Eswatini-Mobile	0.25	0.2	0.2264
Ethiopia	0.35	0.28	0.317
Ethiopia-Mobile	0.35	0.28	0.317
Falkland Islands	1.2645	1.01	1.1452
Faroe Islands	0.0693	0.055	0.0628
Fiji	0.45	0.359	0.4075
Fiji-Mobile	0.45	0.359	0.4075
Finland	0.345	0.276	0.3125
Finland-Corporate Services	0.345	0.276	0.3125
Finland-Helsinki	0.345	0.276	0.3125
Finland-Mobile	0.39	0.311	0.3532
Finland-NGN	0.345	0.276	0.3125
France	0.03	0.024	0.0272
France-Mobile	0.1322	0.106	0.1197
France-Mobile Orange	0.1322	0.106	0.1197
France-Mobile SFR	0.1322	0.106	0.1197
France-NGN	0.3627	0.29	0.3285
France-Paris	0.03	0.024	0.0272
French Antilles/Martinique	0.016	0.013	0.0145
French Antilles/Martinique-Mobile	0.15	0.12	0.1358
French Guiana	0.15	0.12	0.1358
French Guiana-Mobile	0.2	0.16	0.1811
French Polynesia	0.35	0.28	0.317
French Polynesia-Mobile	0.35	0.28	0.317
Gabon	0.55	0.439	0.4981

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Gabon-Mobile	0.55	0.439	0.4981
Gambia	3	2.396	2.717
Gambia-Mobile	0.65	0.519	0.5887
Georgia	0.3	0.24	0.2717
Georgia-Mobile	0.5	0.399	0.4528
Germany	0.012	0.01	0.0109
Germany-Berlin	0.0104	0.008	0.0094
Germany-Frankfurt	0.0104	0.008	0.0094
Germany-Hamburg	0.0104	0.008	0.0094
Germany-Mobile	0.042	0.034	0.038
Germany-Munich	0.0104	0.008	0.0094
Germany-NGN	0.012	0.01	0.0109
Ghana	0.32	0.256	0.2898
Ghana-Mobile	0.32	0.256	0.2898
Gibraltar	0.07	0.056	0.0634
Gibraltar-Mobile	0.25	0.2	0.2264
Global Mobile	11.697	9.34	1.5932
Greece	0.04	0.032	0.0362
Greece-Athens	0.04	0.032	0.0362
Greece-Mobile	0.15	0.12	0.1358
Greenland	0.75	0.599	0.6792
Greenland-Mobile	0.75	0.599	0.6792
Grenada	0.32	0.256	0.2898
Grenada-Mobile	0.32	0.256	0.2898
Guadeloupe	0.05	0.04	0.0453
Guadeloupe-Mobile	0.15	0.12	0.1358
Guam	0.05	0.04	0.0453
Guatemala	0.18	0.144	0.163
Guatemala-Mobile	0.18	0.144	0.163
Guinea	0.7	0.559	0.634
Guinea Bissau	0.7187	0.574	0.6509
Guinea Bissau-Mobile	0.7187	0.574	0.6509
Guinea-Mobile Areeba	0.7	0.559	0.634
Guinea-NGN	0.7	0.559	0.634
Guyana	0.35	0.28	0.317
Guyana-Mobile	0.35	0.28	0.317
Haiti	0.42	0.335	0.3804
Haiti-Mobile	0.35	0.28	0.317
Haiti-NGN	0.42	0.335	0.3804
Honduras	0.2	0.16	0.1811
Honduras-Mobile Celtel	0.2063	0.165	0.1868
Hong Kong	0.0433	0.035	0.0392
Hong Kong-Mobile	0.045	0.036	0.0408
Hungary	0.075	0.06	0.0679
Hungary-Mobile	0.075	0.06	0.0679
Iceland	0.03	0.024	0.0272
Iceland-Mobile	0.09	0.072	0.0815
India	0.0193	0.015	0.0175
India-Mobile	0.0185	0.015	0.0168
Indonesia	0.045	0.036	0.0408
Indonesia-Mobile	0.06	0.048	0.0543
Inmarsat	12.316	9.834	11.154
Iran	0.3	0.24	0.2717
Iran-Mobile	0.3	0.24	0.2717
Iraq	0.25	0.2	0.2264
Iraq-Mobile	0.25	0.2	0.2264
Iraq-NGN	0.25	0.2	0.2264
Ireland	0.015	0.012	0.0136
Ireland-Mobile	0.0718	0.057	0.065

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Ireland-NGN	0.015	0.012	0.0136
Israel	0.0193	0.015	0.0175
Israel-Mobile	0.045	0.036	0.0408
Israel-Paltel	0.2662	0.213	0.2411
Israel-Paltel Mobile	0.2662	0.213	0.2411
Italy	0.015	0.012	0.0136
Italy-Milan	0.015	0.012	0.0136
Italy-Mobile	0.028	0.022	0.0254
Italy-NGN	0.015	0.012	0.0136
Italy-Rome	0.015	0.012	0.0136
Ivory Coast	0.46	0.367	0.4166
Ivory Coast-Mobile	0.46	0.367	0.4166
Jamaica-658	0.28	0.224	0.2536
Jamaica-876	0.28	0.224	0.2536
Jamaica-Mobile	0.28	0.224	0.2536
Japan	0.04	0.032	0.0362
Japan-IP Phone	0.04	0.032	0.0362
Japan-Mobile	0.1	0.08	0.0906
Jordan	0.3	0.24	0.2717
Jordan-Mobile	0.32	0.256	0.2898
Kenya	0.28	0.224	0.2536
Kenya-Mobile	0.3	0.24	0.2717
Kiribati/Gilbert Island	3.1186	2.49	2.8244
Kuwait	0.16	0.128	0.1449
Kuwait-Mobile	0.18	0.144	0.163
Kuwait-NGN	0.16	0.128	0.1449
Kyrgyzstan	0.22	0.176	0.1992
Kyrgyzstan-Mobile	0.3	0.24	0.2717
Laos	0.16	0.128	0.1449
Laos-Mobile	0.16	0.128	0.1449
Latvia	0.65	0.519	0.5887
Latvia-Mobile	0.9	0.719	0.8151
Latvia-NGN	0.65	0.519	0.5887
Lebanon	0.1965	0.157	0.178
Lebanon-Mobile	0.26	0.208	0.2355
Lesotho	0.4695	0.375	0.4252
Lesotho-Mobile	0.4695	0.375	0.4252
Liberia	0.52	0.415	0.4709
Libya	0.3975	0.317	0.36
Libya-Mobile	0.5285	0.422	0.4786
Liechtenstein	0.09	0.072	0.0815
Liechtenstein-Mobile	1.05	0.838	0.9509
Liechtenstein-NGN	0.09	0.072	0.0815
Lithuania	0.25	0.2	0.2264
Lithuania-Mobile	0.713	0.569	0.6457
Lithuania-NGN	1.7714	1.415	1.6043
Luxembourg	0.215	0.172	0.1947
Luxembourg-Mobile	0.265	0.212	0.24
Macau	0.1572	0.126	0.1424
Madagascar	0.82	0.655	0.7426
Madagascar-Mobile	0.82	0.655	0.7426
Malawi	0.45	0.359	0.4075
Malaysia	0.034	0.027	0.0308
Malaysia-Johar Bahru	0.034	0.027	0.0308
Malaysia-Kuala Lumpur	0.034	0.027	0.0308
Malaysia-Mobile	0.034	0.027	0.0308
Maldives	1.2	0.958	1.0868
Maldives-Mobile	1.2	0.958	1.0868
Mali	0.3985	0.318	0.3609

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Mali-Mobile	0.5375	0.429	0.4868
Malta	0.3	0.24	0.2717
Malta-Mobile	0.38	0.303	0.3441
Marshall Islands	0.435	0.347	0.394
Mauritania	0.84	0.671	0.7608
Mauritius	0.24	0.192	0.2174
Mexico	0.012	0.01	0.0109
Mexico-Guadalajara	0.012	0.01	0.0109
Mexico-Mexico City	0.012	0.01	0.0109
Mexico-Mobile	0.012	0.01	0.0109
Mexico-Monterrey	0.012	0.01	0.0109
Mexico-Satellite	0.0144	0.012	0.013
Micronesia	0.8485	0.678	0.7685
Moldova	0.55	0.439	0.4981
Moldova-Mobile	0.55	0.439	0.4981
Monaco	0.15	0.12	0.1358
Monaco-Mobile	0.391	0.312	0.3541
Monaco-Mobile KFOR	0.553	0.442	0.5008
Mongolia	0.0296	0.024	0.0268
Mongolia-NGN	0.0296	0.024	0.0268
Montenegro	0.425	0.339	0.3849
Montenegro-Mobile	0.475	0.379	0.4302
Montenegro-NGN	0.425	0.339	0.3849
Montserrat	0.35	0.28	0.317
Morocco	0.2	0.16	0.1811
Morocco-Mobile	0.55	0.439	0.4981
Morocco-NGN	0.2	0.16	0.1811
Mozambique	0.1774	0.142	0.1607
Mozambique-Mobile	0.32	0.256	0.2898
Myanmar	0.245	0.196	0.2219
Namibia	0.13	0.104	0.1177
Namibia-Mobile	0.185	0.148	0.1675
Nauru	1.88	1.501	1.7026
Nepal	0.195	0.156	0.1766
Nepal-Mobile	0.195	0.156	0.1766
Netherland Antilles	0.209	0.167	0.1893
Netherland Antilles-Mobile	0.1577	0.126	0.1428
Netherland Antilles-NGN	0.209	0.167	0.1893
Netherland Antilles-St Maarten	0.1577	0.126	0.1428
Netherlands	0.1253	0.1	0.1135
Netherlands-Mobile	0.06	0.048	0.0543
Netherlands-Mobile Orange	0.06	0.048	0.0543
Netherlands-NGN	0.0363	0.029	0.0329
New Caledonia	0.4855	0.388	0.4397
New Zealand	0.025	0.02	0.0226
New Zealand-Mobile	0.075	0.06	0.0679
Nicaragua	0.195	0.156	0.1766
Nicaragua-Mobile	0.28	0.224	0.2536
Niger	0.59	0.471	0.5343
Niger-Mobile	0.59	0.471	0.5343
Niger-NGN	0.59	0.471	0.5343
Nigeria	0.17	0.136	0.154
Nigeria-Lagos	0.1298	0.104	0.1176
Nigeria-Mobile	0.17	0.136	0.154
Niue	2.85	2.276	2.5811
North Korea	0.856	0.684	0.7752

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
North Macedonia	0.2425	0.194	0.2196
North Macedonia-Mobile	0.55	0.439	0.4981
Northern Marianas	0.0719	0.057	0.0651
Norway	0.0165	0.013	0.0149
Norway-Mobile	0.03	0.024	0.0272
Norway-Mobile Tele2	0.03	0.024	0.0272
Norway-Mobile Telenor	0.03	0.024	0.0272
Norway-NGN	0.0985	0.079	0.0892
Oman	0.28	0.224	0.2536
Oman-Mobile	0.37	0.296	0.3351
Pakistan	0.056	0.045	0.0507
Pakistan-Mobile	0.056	0.045	0.0507
Pakistan-NGN	0.056	0.045	0.0507
Palau	0.4	0.319	0.3623
Palestinian Authority	0.1997	0.16	0.1809
Palestinian Authority-Mobile	0.2263	0.181	0.205
Panama	0.035	0.028	0.0317
Panama-Mobile	0.18	0.144	0.163
Papua New Guinea	1.42	1.134	1.286
Papua New Guinea-NGN	1.42	1.134	1.286
Paraguay	0.07	0.056	0.0634
Paraguay-Mobile	0.1	0.08	0.0906
Peru	0.02	0.016	0.0181
Peru-Lima	0.0075	0.006	0.0068
Peru-Lima-Mobile	0.0075	0.006	0.0068
Peru-Mobile	0.02	0.016	0.0181
Peru-Rural	0.2656	0.212	0.2405
Philippines	0.1525	0.122	0.1381
Philippines-Mobile	0.1525	0.122	0.1381
Poland	0.154	0.123	0.1395
Poland-Mobile	0.154	0.123	0.1395
Poland-Mobile P4	0.154	0.123	0.1395
Poland-NGN	0.154	0.123	0.1395
Portugal	0.032	0.026	0.029
Portugal-Mobile	0.154	0.123	0.1395
Principe and Sao Tome	2.546	2.033	2.3058
Qatar	0.3	0.24	0.2717
Qatar-Mobile	0.3	0.24	0.2717
Reunion Island	0.6504	0.519	0.589
Reunion Island-Mobile	0.2161	0.173	0.1957
Romania	0.012	0.01	0.0109
Romania-Mobile	0.03	0.024	0.0272
Russia	0.12	0.096	0.1087
Russia-Kazakhstan Mobile	0.18	0.144	0.163
Russia-Kazakhstan NGN	0.18	0.144	0.163
Russia-Mobile	0.25	0.2	0.2264
Russia-Moscow	0.0248	0.02	0.0225
Rwanda	0.424	0.339	0.384
Rwanda-Mobile	0.424	0.339	0.384
San Marino	0.25	0.2	0.2264
San Marino-Mobile	0.25	0.2	0.2264
Satellite Network	11.697	9.34	1.5932
Saudi Arabia	0.1265	0.101	0.1146
Saudi Arabia-Mobile	0.215	0.172	0.1947
Saudi Arabia-Riyadh	0.1265	0.101	0.1146
Senegal	0.4515	0.361	0.4089

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Senegal-Mobile	0.4515	0.361	0.4089
Senegal-NGN	0.4905	0.392	0.4442
Serbia	0.32	0.256	0.2898
Serbia-Kosovo	0.3893	0.311	0.3526
Serbia-Mobile	0.45	0.359	0.4075
Seychelles Island	1.1979	0.957	1.0849
Sierra Leone	0.69	0.551	0.6249
Sierra Leone-Mobile	0.69	0.551	0.6249
Singapore	0.023	0.018	0.0208
Singapore-Mobile	0.023	0.018	0.0208
Sint Maarten	0.16	0.128	0.1449
Slovakia	0.012	0.01	0.0109
Slovakia-Mobile	0.0844	0.067	0.0764
Slovenia	0.2335	0.187	0.2115
Slovenia-Mobile	0.52	0.415	0.4709
Slovenia-Mobile Mobitel	0.52	0.415	0.4709
Slovenia-Mobile Simobil	0.52	0.415	0.4709
Slovenia-Mobile Vega	0.52	0.415	0.4709
Solomon Islands	1.5	1.198	1.3585
Somalia	0.695	0.555	0.6294
South Africa	0.2945	0.235	0.2667
South Africa-Mobile	0.215	0.172	0.1947
South Africa-NGN	0.2945	0.235	0.2667
South Korea	0.02	0.016	0.0181
South Korea-Mobile	0.045	0.036	0.0408
South Sudan	0.7	0.559	0.634
Spain	0.015	0.012	0.0136
Spain-Mobile	0.0651	0.052	0.059
Spain-Mobile Orange	0.0651	0.052	0.059
Spain-Mobile Telefonica	0.0651	0.052	0.059
Spain-Mobile Vodafone	0.0651	0.052	0.059
Spain-NGN	0.4	0.319	0.3623
Sri Lanka	0.22	0.176	0.1992
Sri Lanka-Mobile	0.22	0.176	0.1992
St. Helena	2.6347	2.104	2.3861
St. Kitts/Nevis	0.2502	0.2	0.2266
St. Kitts/Nevis-Mobile	0.2502	0.2	0.2266
St. Lucia	0.28	0.224	0.2536
St. Lucia-Mobile	0.28	0.224	0.2536
St. Pierre and Miquelon	0.2959	0.236	0.268
St. Vincent/Grenadines	0.21	0.168	0.1902
St. Vincent/Grenadines-Mobile	0.2642	0.211	0.2393
Sudan	0.29	0.232	0.2626
Sudan-Mobile	0.29	0.232	0.2626
Suriname	0.335	0.268	0.3034
Suriname-Mobile	0.335	0.268	0.3034
Sweden	0.02	0.016	0.0181
Sweden-Mobile	0.02	0.016	0.0181
Sweden-Mobile Telia	0.02	0.016	0.0181
Sweden-NGN	0.0121	0.01	0.011
Switzerland	0.02	0.016	0.0181
Switzerland-Mobile	0.08	0.064	0.0725
Switzerland-Mobile Swisscom	0.08	0.064	0.0725
Switzerland-NGN	0.02	0.016	0.0181
Switzerland-Zurich	0.02	0.016	0.0181
Syria	0.265	0.212	0.24
Syria-Mobile	0.3	0.24	0.2717

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
Taiwan	0.028	0.022	0.0254
Taiwan-Mobile	0.12	0.096	0.1087
Tajikistan	0.18	0.144	0.163
Tanzania	0.4292	0.343	0.3887
Tanzania-Mobile	0.4292	0.343	0.3887
Thailand	0.0515	0.041	0.0466
Thailand-Mobile	0.0515	0.041	0.0466
Timor Leste	0.4659	0.372	0.4219
Togo	0.42	0.335	0.3804
Togo-Mobile	0.42	0.335	0.3804
Tokelau	1.93	1.541	1.7479
Tonga	1.25	0.998	1.1321
Trinidad and Tobago	0.1975	0.158	0.1789
Trinidad and Tobago-Mobile	0.1975	0.158	0.1789
Tunisia	0.9438	0.754	0.8548
Tunisia-Mobile	0.9438	0.754	0.8548
Turkey	0.0505	0.04	0.0457
Turkey-Istanbul	0.0505	0.04	0.0457
Turkey-Mobile	0.2185	0.175	0.1979
Turkey-Mobile Turkcell	0.2185	0.175	0.1979
Turkey-Mobile Vodafone	0.2185	0.175	0.1979
Turkey-North Cyprus	0.0505	0.04	0.0457
Turkey-North Cyprus Mobile	0.2185	0.175	0.1979
Turkmenistan	0.1925	0.154	0.1743
Turks and Caicos	0.2478	0.198	0.2244
Turks and Caicos-Mobile	0.2478	0.198	0.2244
Tuvalu	2.1175	1.691	1.9177
Uganda	0.3872	0.309	0.3507
Uganda-Mobile	0.3872	0.309	0.3507
UK	0.0036	0.003	0.0033
UK-Freephone	0.0036	0.003	0.0033
UK-London	0.0036	0.003	0.0033
UK-Mobile	0.1934	0.154	0.1752
UK-Mobile H3G	0.0133	0.011	0.012
UK-Mobile O2	0.0133	0.011	0.012
UK-Mobile Orange	0.0133	0.011	0.012
UK-Mobile T-Mobile	0.0133	0.011	0.012
UK-Mobile Vodafone	0.0133	0.011	0.012
UK-NGN	0.2662	0.213	0.2411
UK-NGN 84	0.2662	0.213	0.2411
UK-NGN 845	0.2662	0.213	0.2411
UK-NGN 870	0.2662	0.213	0.2411
UK-VoIP and Multimedia	0.07	0.056	0.0634
UK-Wide	0.0314	0.025	0.0284
Ukraine	0.295	0.236	0.2672
Ukraine-Mobile	0.295	0.236	0.2672
United Arab Emirates	0.24	0.192	0.2174
United Arab Emirates-Dubai	0.24	0.192	0.2174
United Arab Emirates-Mobile	0.24	0.192	0.2174
Uruguay	0.08	0.064	0.0725
Uruguay-Mobile	0.21	0.168	0.1902
US Virgin Islands	0.0145	0.012	0.0131
USA	0.0125	0.01	0.0113
USA-Alaska	0.0165	0.013	0.0149
USA-Hawaii	0.015	0.012	0.0136

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
	Dedicated	Dedicated	Dedicated
Country	Rate Per Minute (USD)	Rate Per Minute (GBP)	Rate Per Minute (EUR)
USA-Puerto Rico	0.015	0.012	0.0136
Uzbekistan	0.1162	0.093	0.1052
Uzbekistan-Mobile	0.1162	0.093	0.1052
Vanuatu	1.815	1.449	1.6438
Vatican City	0.0225	0.018	0.0204
Venezuela	0.025	0.02	0.0226
Venezuela-Caracas	0.025	0.02	0.0226
Venezuela-Maracaibo	0.025	0.02	0.0226
Venezuela-Mobile	0.1445	0.115	0.1309
Venezuela-Valencia	0.025	0.02	0.0226
Vietnam	0.085	0.068	0.077
Vietnam-Mobile	0.085	0.068	0.077
Wallis and Futuna Islands	1.7692	1.413	1.6023
Western Samoa	2.25	1.797	2.0377
Yemen	0.2065	0.165	0.187
Yemen-Mobile	0.2065	0.165	0.187
Zambia	0.4375	0.349	0.3962
Zambia-Mobile	0.484	0.387	0.4383
Zimbabwe	0.2487	0.199	0.2252
Zimbabwe-Mobile	0.48	0.383	0.4347

Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
 2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
 3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
 4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.
- Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or

EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>), and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

911 ACKNOWLEDGEMENT

**EXHIBIT A-4a
LUMEN ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE**

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE “ACCESS TO EMERGENCY RESPONSE SERVICES” SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE “911 EMERGENCY SERVICE” SECTION OR “EMERGENCY CALLING CAPABILITY” SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE “ACCESS TO EMERGENCY RESPONSE SERVICES” SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET

FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIOSIP/911advisory.pdf>.

Declarations and Signatures

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.


Customer	
Signature:	
Name:	Kevin McElyea
Title:	Director / CIAC / DHSEM
Date:	05.18.23

EXHIBIT 5-A
TELECOMMUNICATIONS SERVICE PRIORITY SERVICE EXHIBIT

General. CenturyLink QCC will provide Telecommunications Service Priority ("Service" or "TSP") for National Security/Emergency Preparedness ("NS/EP") pursuant to the terms and conditions of the Agreement and this Service Exhibit.

2. Service.

2.1 Description. Customer can assign a 12-digit alphanumeric code issued by the Office of Priority Telecommunications ("OPT") with the TSP control identifier ("TSP Authorization Code") to its interstate telecommunications services that are used to maintain a state of readiness or to respond to and manage any event or crisis as set forth in 47 CFR Part 64, Appendix A ("NS/EP Telecommunications Services"). The TSP Authorization Code provides TSP priority levels that identify the provisioning and restoration priority-level assignment for a particular circuit. Telecommunications Service Priority allows CenturyLink to provision and restore Customer's NS/EP Telecommunications Services with TSP Authorization Codes before services without such assignments as set forth in 47 CFR part 64, Appendix A. TSP Service is available on CenturyLink services that have a unique and identifiable circuit identification number. The Service is only provided per-circuit on an end-to-end basis where the entire circuit is provided by CenturyLink (whether on its network or through leased facilities) so that the entire circuit is included in the TSP designation. The underlying NS/EP Telecommunications Service is offered pursuant to the terms and conditions of the Agreement, Service Exhibit, and/or Services Schedule applicable to the service and separate rates. TSP service is only available to federal, state, and local government users and certain private sector organizations that have services that support an NS/EP function and is applied only to interstate telecommunications services, as defined by Federal Communications Commission regulations.

2.2 Ordering. CenturyLink will provide the Service in accordance with 47 CFR Part 64, Appendix A and if: (a) Customer provides CenturyLink with a valid TSP Authorization code issued by the OPT for each circuit, via an Order Form; and (b) the Order Form is accepted by CenturyLink. CenturyLink will not accept TSP assignments or orders without an assigned TSP Authorization Code. TSP restoration priorities must be requested and assigned via an Order Form before a service outage occurs in order to have priority restoration. .

3. Term; Cancellation. The Service will become effective upon CenturyLink's acceptance of an order form and will terminate upon Customer's written notice of termination to CenturyLink or OPT's revocation of the TSP Authorization Code. Service will automatically expire should Customer terminate the circuit. In the event Customer cancels Service, Customer will pay for the Service provided through the effective date of the cancellation.

4. Charges. "Pricing Attachment" means the attached document containing Service rates, which is incorporated by reference and made a part of this Service Exhibit. Customer will pay all applicable MRCs and NRCs as set forth in the Pricing Attachment or Order Form. The rates will be used to calculate Contributory Charges. CenturyLink reserves the right to modify rates with 30 days written notice to Customer.

**EXHIBIT 5-A
TELECOMMUNICATIONS SERVICE PRIORITY SERVICE EXHIBIT**

PRICING ATTACHMENT

TSP Service	Charge Type	Amount
TSP Provisioning installation and/or Restoration priority (excludes coordination of Leased Access) per circuit	NRC	\$400
TSP Provisioning installation and/or Restoration priority for Leased Access, per Local Access circuit	NRC	\$128
TSP Priority Level Change	NRC	\$50
TSP Administration and Maintenance	MRC	\$20

EXHIBIT B

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
PROFESSIONAL SERVICES AGREEMENT**

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: contractadmininvoices@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Technology Errors and Omissions
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
 - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.

4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.