

AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT made and entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and Qwest Communications Company, LLC d/b/a CenturyLink QCC, a Delaware corporation, whose address is 1801 California Street, Denver, CO 80202 (QCC and QC collectively the "Consultant" or "CenturyLink"), together referred to as (the Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Master Services Agreement dated November 5, 2009 (CID 305607), as amended on or about June 17, 2011 by Amendment 1 to Master Service Agreement (CID 365637) and on or about December 16, 2013 by Second Amendatory Agreement (CID 426347), (collectively referred to as "Agreement"), to provide various telephony services to the City and County of Denver on a menu based pricing structure;

WHEREAS, the Agreement allows the City's Purchasing Department to place orders via an email request for the price listed in CenturyLink's Service Catalog;

WHEREAS, the Parties wish to further amend the Agreement to modify the order processes to allow the City to take advantage of existing CenturyLink promotions that waive special construction costs; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein set forth, the Parties agree as follows:

1. **Modifications to Article 2.** Article 2 of the Agreement entitled "TERM" is amended to read as follows:"2. TERM: The Term of the Agreement is from one hundred twenty (120) months from the Effective Date of the Agreement, unless terminated earlier pursuant to the provisions of this Agreement."

2. **Modifications to Article 1.** Article 1, Section B of the Agreement entitled "SCOPE OF SERVICES; ORDER" is amended to add the following language:

"The parties desire that CenturyLink promotions and special offers be made available to the City. CenturyLink will provide the City with a price quote or Order Form for Services and will set forth all special conditions associated with promotions and special offers within the quote or Order Form."

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3. **Modifications to Article 3.** Article 3, Section D, Subsection (i) of the Agreement entitled “Compensation and Payment” is amended to read as follows:

D. Maximum Contract Liability:

“(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 Consultant under the terms of this Agreement for any amount in excess of TWENTY MILLION DOLLARS (\$20,000,000) (the “Maximum Contract Amount”). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by Consultant beyond that specifically described in **Exhibit B** or contained in an Order are performed at Consultant’s risk and without authorization under this Agreement.”

4. **Revision of Services.** The Services and rates set forth in the pricing table below are being modified to the Pricing Attachment of Exhibit B-2, titled Domestic iQ Networking Service Exhibit. These Services are modified, and constitute a part of, the Agreement and the existing Services.

Tiered Ethernet (10 Mbps)	NRC (each)	Internet Port	
		FR Access MRC (each)	Other Access MRC (each)
2 Mbps	\$1,000.00	N/A	\$143.00
4 Mbps	\$1,000.00	N/A	\$200.00
6 Mbps	\$1,000.00	N/A	\$232.00
8 Mbps	\$1,000.00	N/A	\$252.00

Note: Internet Port pricing listed above does not include any local access charges.

Tiered Fast Ethernet (100 Mbps)	NRC (each)	Internet Port	
		FR Access MRC (each)	Other Access MRC (each)
10 Mbps	\$1,500.00	N/A	\$231.00
15 Mbps	\$1,500.00	N/A	\$328.34
20 Mbps	\$1,500.00	N/A	\$415.00
30 Mbps	\$1,500.00	N/A	\$396.00
40 Mbps	\$1,500.00	N/A	\$528.00
50 Mbps	\$1,500.00	N/A	\$660.00
60 Mbps	\$1,500.00	N/A	\$792.00
70 Mbps	\$1,500.00	N/A	\$924.00
80 Mbps	\$1,500.00	N/A	\$1,034.00

Note: Internet Port pricing listed above does not include any local access charges.

Tiered Gigabit Ethernet	NRC	Internet Port
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(1000 Mbps)	(each)	FR Access MRC (each)	Other Access MRC (each)
100 Mbps	\$4,000.00	N/A	\$1,320.00
200 Mbps	\$4,000.00	N/A	\$1,518.00
300 Mbps	\$4,000.00	N/A	\$2,211.00
400 Mbps	\$4,000.00	N/A	\$2,860.00
500 Mbps	\$4,000.00	N/A	\$3,520.00
600 Mbps	\$4,000.00	N/A	\$4,224.00
700 Mbps	\$4,000.00	N/A	\$4,928.00
800 Mbps	\$4,000.00	N/A	\$5,300.00
900 Mbps	\$4,000.00	N/A	\$5,600.00
1000 Mbps	\$4,000.00	N/A	\$5,800.00

Note: Internet Port pricing listed above does not include any local access charges.

Tiered 10 Gigabit Ethernet (10 Gbps)	NRC (each)	Internet Port	
		FR Access MRC (each)	Other Access MRC (each)
1 Gbps	\$0.00	N/A	\$3,810.00
2 Gbps	\$0.00	N/A	\$6,822.00
3 Gbps	\$0.00	N/A	\$9,702.00
4 Gbps	\$0.00	N/A	\$11,942.00
5 Gbps	\$0.00	N/A	\$13,542.00
6 Gbps	\$0.00	N/A	\$16,422.00
7 Gbps	\$0.00	N/A	\$19,302.00
8 Gbps	\$0.00	N/A	\$19,622.00
9 Gbps	\$0.00	N/A	\$22,182.00
10 Gbps	\$0.00	N/A	\$24,742.00

Note: Internet Port pricing listed above does not include any local access charges.

5. Revision of Services. The Services and rates set forth in the pricing table below are being modified to the Pricing Attachment of Exhibit B-8, titled QC Intrastate Metro Optical Ethernet Service Exhibit. These Services are modified, and constitute a part of, the Agreement and the existing Services.

Bandwidth Profile	MRC Rates for Service with Minimum Service Term of 60 Months
5-49	20% off Tariff rates
50-99	25% off Tariff rates
100-499	30% off Tariff rates
500-1000	35% off Tariff rates

The MOE footprint includes any location served by a disclosed central office within the 14 state region. Service may be provisioned immediately (subject to the availability of facilities) in areas

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served by central offices where the availability date is marked "available." Central offices marked with a date are in the process of infrastructure upgrades and the date identifies the estimated time when services may be turned over to a customer. Qwest can provide quotes and contracts for any location within the footprint as soon as the office appears on the disclosed list, not when it is marked "available."

Must go through the AQCB/FAM process to initiate the design and funding assessment.

6. Revision of Services. The Services and rates set forth in the pricing table below are being modified to the Pricing Attachment of Exhibit B-12, titled ISDN PRS, and/or UAS Service Exhibit. These Services are modified, and constitute a part of, the Agreement and the existing Services.

Type of Service	USOC 60 month Term	MRC per Circuit for 60 Month Term - Embedded	MRC per Line for 60 Month Term - New	NRC
PRS Voice/Data	Z4D	\$375.00	\$375.00	\$0.00
DSS Adv. (provisioned on DS1)	4D1DD	\$375.00	\$375.00	\$0.00
DSS Adv. (provisioned on DS3 or higher facility)	4D1DH	\$375.00	\$375.00	\$0.00
UAS 2-way (DS1)	4D1EL	\$525.00	\$525.00	\$0.00

7. Revision of Services. The Services and rates set forth in the pricing table below are being modified to Section 5.3, Exhibit B-16, titled QC Geomax Service Exhibit. These Services are modified, and constitute a part of, the Agreement and the existing Services.

Nodes	Ports	Mileage
5yr: 45%	5yr: 45%	5yr: 45%

8. New Services. A new Service Exhibit, the Savvis Service Exhibit which is attached to this Third Amendatory Agreement, will be added to the Agreement as Exhibit B-21.

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9. **New Services.** A new Service Exhibit, the DDoS Mitigation Service Exhibit which is attached to this Third Amendatory Agreement, will be added to the Agreement as Exhibit B-22.

10. **New Services.** A new Service Exhibit, the Interaction Routing Service Exhibit which is attached to this Third Amendatory Agreement, will be added to the Agreement as Exhibit B-23.

11. **New Services.** A new Service Exhibit, the Hosted IVR (Virtual Ports) Service Exhibit which is attached to this Third Amendatory Agreement, will be added to the Agreement as Exhibit B-24.

12. **New Services.** A new Service Exhibit, the Notify Service Exhibit which is attached to this Third Amendatory Agreement, will be added to the Agreement as Exhibit B-25.

13. **Correction of Administrative Error.** The first recital in that certain Second Amendatory Agreement referenced an incorrect contract. The parties agree that the Second Amendatory Agreement (CID 426347) amended the Master Services Agreement dated November 5, 2009 (CID 305607), not “an Agreement dated November 3, 2009.”

14. **Effective Date of the Agreement.** The Parties executed the Master Services Agreement (contract code CID 305607/Q227545 for Consultant and contract code 09-1007 for City) on October 30, 2009 and again on November 5, 2009. The Parties agree that the Master Services Agreement dated November 5, 2009 is the controlling agreement and superseded the Master Services Agreement dated October 30, 2009.

15. This Third Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

16. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

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SAVVIS SERVICE EXHIBIT B-21**

1. General; Definitions. CenturyLink will, through its affiliate, Savvis Communications Corporation ("Savvis"), provide Savvis services under the terms of the Agreement, this Service Exhibit, a Service Order and/or Statement of Work ("SOW"). In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: the Service Schedule, this Service Exhibit, the Agreement, any Savvis Service Guide, any SOW and any Service Order. Capitalized terms not defined herein are defined in the Agreement.

"BCD" or "Billing Commencement Date" means the date on which CenturyLink begins billing for a Service, as further defined in Billing Section 3.2.

"Control Portal" means the Savvis online Web site from which Customer can access certain of the Services as set forth in the applicable Service Schedules.

"Data Center" is defined in Service Schedule #1: Colocation Services.

"Savvis Service Guide" (or "SSG") means the product-specific Service guides that include technical specifications which can be found at <http://www.savvis.com/ssg>, and are incorporated herein by reference, and which Savvis may modify from time to time, effective upon posting on the Web site. Each Service Schedule incorporates multiple SSGs. Customer's purchase of Services under this Service Exhibit is subject to and controlled by the SSGs. By issuing a Service Order to CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the applicable SSG(s).

"Service" means the service provided by CenturyLink through its affiliate, Savvis, Savvis' affiliate Tier 3 and/or Savvis' licensors and contractors as set forth on the Service Order or SOW.

"Service Order" means a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Services ordered by Customer.

"Service Schedule" means those service descriptions providing additional terms pursuant to which CenturyLink will provide and Customer shall purchase the Services described therein. The applicable Service Schedules are included in this Service Exhibit.

"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. CenturyLink may modify SLAs during a renewal term upon 60 days' notice.

2. Term. Services have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or SOW ("Initial Service Term"), at the conclusion of which the Service will automatically renew for successive periods equal to 12 months, 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 renewal terms are collectively referred to as the "Service Term".

3. Rates; Billing.

3.1 Rates. Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or SOW. Notwithstanding any other provision to the contrary and not more than once per calendar year, CenturyLink may increase the charges applicable to any Service provided hereunder in an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer. CenturyLink may otherwise increase applicable charges as set forth on a particular Service Order or upon prior written notice during any automatic renewal term.

3.2 Billing. The BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) the date CenturyLink notifies Customer in writing that the initial installation or a usable part thereof (such as a data circuit between two points or an individual data center installation on a multi-data center project) is complete. Customer shall have three business days after such use or notification to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the deficiency in Service to the reasonable satisfaction of CenturyLink. The Service shall be deemed accepted unless Customer provides CenturyLink with notice to the contrary during the Acceptance Period. Upon timely notice to CenturyLink of a deficiency, CenturyLink will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and CenturyLink will delay billing until

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accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis.

4. Compliance and Security. Each party shall comply with all laws and regulations applicable to the provision (in the case of CenturyLink) and use (in the case of Customer) of the Services provided hereunder. CenturyLink has adopted and implemented, and shall maintain throughout the Term, a corporate information security program designed to comply with applicable laws and protect Customer's information, materials and data ("Customer Data") from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. Customer will ensure that all Customer Data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including without limitation those relating to the encryption of data. In addition, as of the Effective Date, CenturyLink has completed a SOC 1 Type II audit (SSAE16/ISAE 3402) in certain data centers and intends to continue to conduct such audits under SOC 1 (SSAE16/ISAE 3402) or a similar standard. Customer will be entitled to receive a copy of the then-available SOC 1 (SSAE16/ISAE 3402) Type II report, which is and contains CenturyLink Confidential Information. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time.

5. Use of Service. Customer and its End Users will not use or access the Services or any Data Center in a manner that materially interferes with or harms the CenturyLink infrastructure or any third parties; or is tortious or violates any third party right. CenturyLink may suspend the affected Service in the event Customer violates the preceding sentence. CenturyLink will attempt to notify Customer in writing prior to suspending Service; provided, however, CenturyLink may suspend Service without notice if CenturyLink becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink to criminal or civil liability or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm as identified in the CenturyLink AUP.

6. Termination. Either party may terminate this Service Exhibit or affected Services (i) upon 30 days' prior written notice for Cause; or (ii) in accordance with any other express term contained in the Agreement. If Customer terminates an ordered Service prior to its BCD, Customer will pay a Cancellation Charge equal to one month's projected MRC, plus all out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If the Service or this Agreement is terminated either by CenturyLink for Cause or by Customer for Convenience prior to the conclusion of the applicable Service Term, then Customer shall be liable for a Cancellation Charge equal to: (a) unless otherwise set forth on a Service Order, 50% of the then current MRC 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; (c) any NRC discount or waiver granted by CenturyLink, and (d) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If a particular Service is terminated upon which another service is dependent, all such dependent services shall be deemed to be terminated as well.

7. Intellectual Property. Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

8. Equipment. If the Service includes access to or the use of CenturyLink-provided CPE ("CenturyLink CPE"), Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink CPE; (b) will keep the CenturyLink CPE free and clear from all liens, claims and encumbrances; (c) shall protect and use all CenturyLink CPE in accordance with the Agreement; and (d) will cooperate with CenturyLink to allow installation, maintenance and, upon termination, removal of the CenturyLink CPE. Unless otherwise set forth in the applicable SSG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any CPE used in connection with the Service and not provided by CenturyLink ("Customer CPE") including any related applications, systems, or software.

9. No Transfer of Undertakings. CenturyLink and Customer agree that the provision and subsequent expiry, cancellation or termination of the Services are not intended to be transfers of undertakings within the meaning of the Transfer of Undertaking (Protection of Employment) Regulations 2006 and related legislation ("TUPE"), and consequently there will be no transfer of employees between Customer and CenturyLink (or any other subsequent service provider of Customer) as a result of the operation of this Agreement.

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10. Maintenance. 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.

11. Notice. Any notices to be provided to CenturyLink under this Service Exhibit should also be copied to Savvis at the following address:

Savvis Communications Corporation
1 Savvis Parkway
St Louis, Missouri 63017
United States
Attn: General Counsel

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SERVICE SCHEDULE #1: COLOCATION SERVICES

1. Definitions.

"Data Center" means a particular CenturyLink facility within which the Customer Area is located.

2. Notwithstanding anything to the contrary in the Agreement, CenturyLink may increase the rates associated with existing Colocation Service at any time after twelve months of the initial installation date for such Service in order to pass through increases in such Service's underlying power facility costs and such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer.

3. Customer or Customer's employees, agents, contractors, or End Users who access any Data Center or other CenturyLink facility (a "CenturyLink Premises") on Customer's behalf ("Authorized Representatives") must be designated in writing. Customer, its Authorized Representatives and all Customer CPE and any related materials used in connection with the Service shall comply with all Data Center operating policies (including the "Savvis Customer Handbook and Information Guide" ("Customer Guide")), a current copy of which is located on <http://www.SAVVISstation.com> and which CenturyLink may change from time to time. If CenturyLink reasonably believes that Customer is not complying with this section, CenturyLink will notify Customer thereof and Customer shall remedy such non-compliance within 5 days of receiving such notice. If Customer fails to remedy such non-compliance within such period, then, notwithstanding any other rights in the Agreement, CenturyLink may immediately (i) suspend the Service and/or restrict Customer's access to the CenturyLink Premises for so long as deemed reasonably necessary by CenturyLink or (ii) terminate the affected Service if such non-compliance is recurring. CenturyLink may likewise restrict access to the CenturyLink Premises if Customer fails to timely cure any breach of the Agreement.

4. Subject to the rest of this section, CenturyLink may enter the space within a CenturyLink Premises specifically identified as available to Customer for the placement and operation of Customer's equipment ("Customer Area") and/or access Customer CPE only to the extent necessary to provide a Service or otherwise exercise its rights under the Agreement. If Customer CPE needs to be moved to another area within the same CenturyLink Premises or to another CenturyLink Premises due to either Customer's requirements for additional space or CenturyLink's reasonable business needs, the parties will cooperate to complete and minimize the impact of the relocation. CenturyLink may temporarily store Customer CPE pending its installation at a CenturyLink Premises ("Equipment Storage"). If Equipment Storage continues for more than 30 days, CenturyLink may return, at Customer's expense, the Customer CPE. The risk of loss or damage for any Customer CPE during any Equipment Storage shall be upon Customer. If any Authorized Representative or Customer CPE presents any material risk of harm to CenturyLink, its employees, agents, contractors, or customers, or the CenturyLink Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, CenturyLink may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer CPE will not cause personal injury or property damage at a CenturyLink Premise.

5. Customer shall within five days of the end of the Service Term: (a) remove all Customer CPE and any other Customer property ("Customer Materials") from the CenturyLink Premises; and (b) return the Customer Area to CenturyLink in the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Service Term, CenturyLink may remove any Customer Materials (without liability) and, at Customer's expense, either: (a) store it until Customer remits all amounts owed (including storage expenses) or (b) ship such Customer Materials FOB Origin to Customer at Customer's last address of record.

6. Network Connectivity.

6.1 Hosting Network Infrastructure. The Colocation network infrastructure provides connectivity from Customer's environment to the available networks within each facility, including the CenturyLink backbone(s), and other Colocation customers or Alternate Carrier Network Connections. With valid orders, Customers are permitted to interconnect to other customers or alternate carriers as described; however, all connections from Customer environment to any other customer or any network infrastructure must be performed by CenturyLink.

6.1.1 Alternate Carrier Network Connection. An Alternate Carrier Network Connection is a connection to a non-CenturyLink network. Depending on the particular Data Center's configuration, Alternate Carrier Network Connections can be made at either the Data Center's carriers' premises or at the Data Center's servicing point of presence. Depending on the Data Center and alternate carrier availability, the rates and required components may vary. In the event that a carrier of interest to Customer is not available at the Data Center's carriers' premises Customer is encouraged to inform its CenturyLink sales representative or the Data Center manager so that CenturyLink may inform such carrier of potential demand for carrier's services which may lead to a CenturyLink agreement with such carrier to establish a presence at the Data Center.

7. This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the CenturyLink Premises and any CenturyLink CPE in accordance with the Agreement and agrees that this Service Schedule, to the extent it involves the use of space

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leased by CenturyLink, shall be subordinate to any lease between CenturyLink and its landlord(s). Customer hereby waives and releases any claims that it may have against the landlord(s) under any lease by CenturyLink with respect to any Customer CPE or property located in the CenturyLink Premises demised to CenturyLink by such landlord(s). If the CenturyLink Premises becomes the subject of a taking by eminent domain by any authority having such power, CenturyLink shall have the right to terminate any or all of the affected Services without liability; provided, however, that CenturyLink will use commercially reasonable efforts to move Customer to another, comparable CenturyLink Premises prior to exercising such termination right. CenturyLink shall have the right to terminate any or all of the Services without liability of any kind on the earlier of (i) the expiration of or earlier termination of CenturyLink's underlying lease for the CenturyLink Premises, or (ii) expiration or earlier termination of this Service Schedule. The parties agree that any renewal of the Services shall be contingent on the election by CenturyLink, in its sole discretion, to continue to own or lease the CenturyLink Premises.

8. Insurance. CenturyLink acknowledges that Customer may self-insure for personal property, liability and workers compensation, and Customer represents that Customer's self-insurance program qualifies as a Self-Insurer pursuant to State of Colorado Self-Insurer requirements. As a public municipality, Customer's tort liability with respect to bodily injury and property damage from the negligence of a City employee or agent of the City is limited and protected by the Colorado Governmental Immunity Act, 24-10-101 et seq., as time to time amended, to \$478,000 per person/\$990,000 per occurrence. As a governmental entity, vehicles owned by Customer are exempt from proof of financial responsibility under the Colorado Revised Statutes.

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SERVICE SCHEDULE #2: HOSTING SERVICES

1. If a particular Service does not require "installation", the BCD will be the date on which CenturyLink begins providing such Service.

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SERVICE SCHEDULE #3: SAVVIS NETWORK SERVICES

1. CenturyLink Equipment. If any CenturyLink equipment will be located at a Customer premises or other non-CenturyLink location or facility ("Customer Site"), Customer agrees: (a) that it has and shall maintain all rights, authorizations and consents necessary to enable CenturyLink to install, operate and maintain the CenturyLink equipment and Services at the Customer Sites; (b) that it shall, at its expense, provide secure, suitable space and environmental conditions, including power supply, at the Customer Sites as necessary for the installation, operation and maintenance of the CenturyLink equipment and Service; (c) that it shall not, and shall not permit others to, move, configure, tamper with, modify, restrict access to, or attempt to repair the Services, CenturyLink equipment or network or interfere with the maintenance thereof; (d) that it bears the entire risk of loss, theft, destruction, or damage to the CenturyLink equipment at Customer Sites, not otherwise caused by the negligent acts of CenturyLink.

2. Local Access. If local access is ordered in connection with the Service, CenturyLink will order and administer such local access on Customer's behalf from the local access provider of CenturyLink's choice. CenturyLink reserves the right to change the local access provider in its sole and reasonable discretion. If Customer acquires its own local access for use with the Service, Customer is solely responsible for coordination of all such local access and for any costs (including early termination fees) associated with such local access.

Local access will extend to the termination point of the local loop at the applicable Service Address ("Termination Point") but will not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink at a Service Address. Any additional provisions required to connect the Termination Point to the Demarcation Point are the sole responsibility of Customer.

Customer is responsible for any Construction Charges and Extended Wiring Charges, as defined below.

3. Definitions.

"Construction Charges" means costs and other expenses that CenturyLink may incur in constructing facilities to extend Service to a Demarcation Point not covered by Extended Wiring, or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service).

"Demarcation Point" means the physical interface between the Service and Customer's telecommunications equipment.

"Extended Wiring" means additional wiring required to be installed at a Service Address where Customer requests a Demarcation Point beyond the existing Termination Point of the local loop at the Service Address.

"Extended Wiring Charges" means costs and other expenses that CenturyLink may incur in connection with Extended Wiring.

"Service Address" means the building where Customer receives the Service.

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SERVICE SCHEDULE #4: SECURITY SERVICES

- 1.** Customer acknowledges that the Services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Each Service is subject to limitations in its scope or performance, as may be more fully set forth in the applicable SSG. Security services already provided by CenturyLink under a separate Service Exhibit are governed solely by the terms of such Service Exhibit.
- 2.** 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.
- 3.** Non-standard installations (as identified by CenturyLink in its reasonable opinion), may require extended provisioning intervals and/or additional costs.
- 4.** Customer shall submit a sufficiently detailed description of any test plan to CenturyLink in advance. The test plan must adhere to any applicable testing standards or procedures provided by CenturyLink. CenturyLink may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. CenturyLink will not respond to any security-related alarms during a scheduled testing period. CenturyLink 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.** 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 CenturyLink 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.

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SERVICE SCHEDULE #5: SAVVIS PROFESSIONAL SERVICES

1. Professional services purchased hereunder shall be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference. This Service Schedule applies solely to professional services to be performed by Savvis; all other professional services provided by other CenturyLink affiliates are available under a separate Service Exhibit.
2. Monthly recurring charges for a Service will be billed in advance of the provision of Services. One-time charges, such as installation fees, time and materials fees, or travel expenses, will be billed in arrears.
3. The termination of any professional services will not affect Customer's obligations to pay for other Services. If Customer terminates all or part of a SOW prior to its BCD, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by CenturyLink.
4. "Customer Technology" means the proprietary technology 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 and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the term of a SOW. "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, 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), 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 CenturyLink Technology conceived, reduced to practice, or developed during the term of a SOW.
5. Except for the rights expressly granted in this Service Schedule, nothing herein or in any SOW shall transfer to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. Notwithstanding anything to the contrary herein, CenturyLink will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CenturyLink.
6. Effective at the time CenturyLink receives full and final payment for a Deliverable (as defined in the applicable SOW), CenturyLink: (a) assigns to Customer all right, title and interest CenturyLink may possess, including all intellectual property rights, in such Deliverable provided by CenturyLink to Customer pursuant to the applicable SOW, excluding any CenturyLink Technology; and (b) grants to Customer a non-exclusive, non-transferable, royalty free license to use the CenturyLink Technology incorporated into the Deliverable solely and exclusively as incorporated into and made part of the Deliverable as a whole. To the extent Customer, its employees or contractors participate in the creation of CenturyLink Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to CenturyLink all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to comply with this section. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
SAVVIS SERVICE EXHIBIT B-21**

SERVICE SCHEDULE #6: DIGITAL CONTENT SERVICES

1. Customer will pay all applicable charges set forth in the relevant Service Order.
2. If local access is ordered in connection with the Service, CenturyLink will order and administer such local access on Customer's behalf from the local access provider of CenturyLink's choice. CenturyLink reserves the right to change the local access provider in its sole and reasonable discretion. If Customer acquires its own local access for use with the Service, Customer is solely responsible for coordination of all such local access and for any costs (including early termination fees) associated with such local access.
3. Customer represents and warrants that any data it transmits using the Service will comply with all applicable laws and that it has and will maintain all necessary rights and authorizations associated with such data. Customer shall be solely responsible for any network connectivity used in connection with a Service which is not provided by CenturyLink. Customer will retain a security copy of any data transmitted, accessed, or stored via a Service until confirmation that the intended recipient received the data or that the data was successfully transmitted and stored. If the Service includes the scheduled deletion or expunging of data or files after a period of time set forth in the applicable SSG, Customer hereby releases CenturyLink from any liability for such deletion or expunging of data. If CenturyLink provides Customer with access to an online administrative tool or portal in connection with the Service, Customer agrees to use such tool solely as necessary to administer the Service.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
SAVVIS SERVICE EXHIBIT B-21**

SERVICE SCHEDULE #7: CENTURYLINK CLOUD SERVICES

The parties acknowledge and agree that all Services provided pursuant to this Service Schedule are provided by CenturyLink through Savvis' affiliate, Tier 3, Inc. The parties agree that solely with respect to the CenturyLink Cloud Services (hereafter "Cloud Services" or "Services") the following terms shall supplement the terms set forth elsewhere in the Agreement (including this Service Schedule) and in the event of a direct conflict with such terms, these Cloud terms shall govern with respect to the Services.

- 1. Service Order.** "Service Order" means either: a service order request submitted on a form issued by CenturyLink and signed by Customer or the online order that Customer submits to CenturyLink via the client management section of the Web site located at <https://control.centurylinkcloud.com/> ("Control Panel") that includes the type and details of the specific Services ordered by Customer.
- 2. Portal.** Customer may access the Services via the Control Portal or via a CenturyLink-provided Application Programming Interface ("API"). CenturyLink may modify its portal or APIs at any time, or may transition to new API's. Customer's use of the portal and any API Customer downloads from a CenturyLink Web site are governed by this Agreement or any license terms that may be included with the download.
- 3. Term.** Unless otherwise agreed by the parties, individual Services will not have designated term periods.
- 4. Billing Commencement Date.** Notwithstanding anything to the contrary, (i) the BCD for recurring Cloud Services is the date in which CenturyLink delivers the Services; and (ii) the BCD for usage based Services is the time/date Services are activated. No Acceptance Period shall apply to Cloud Services. Fees are due and payable on the date that Customer places its order for such Services. Payment obligations are non-cancelable and fees paid are non-refundable.
- 5. Termination.** Customer may terminate any individual Service Order that is not subject to a minimum term commitment for any reason or no reason at all without liability for early termination charges. Customer must follow CenturyLink's termination procedures made available in the Control Portal.
- 6.** CenturyLink may modify any particular composition of the Service (including the SLA) from time to time upon notice to all customers by posting on the applicable Web site so long as (a) they are changes that affect all customers collectively and not Customer alone, and (b) the overall level of features, functionality and support are not substantially reduced thereby.
- 7. Charges.** Fees for any new Service or new Service feature will be effective upon posting to the Control Portal. If CenturyLink proposes to increase fees for any existing Service, CenturyLink shall provide notice of such increase not less than 60 days prior to the end of the then-current term.
- 8. Security.** Given that Customer can self-provision and self-configure the Services and Customer's environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner.
- 9. Authorization.** Customer agrees that: (i) it will provide accurate and complete information as requested by CenturyLink in connection with its registration for the Services; and (ii) 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 to the Agreement and all transactions conducted under Customer's account.
- 10. Third Party Software.** Customer represents and warrants that it will not use, and will not authorize any third party to use, any software with the Services, including without limitation the CenturyLink APIs, in any manner that may require, pursuant to any applicable license, that any CenturyLink Services, components thereof, or other intellectual property of CenturyLink 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. Additionally, Customer agrees to comply with the terms of any applicable third party software license used in connection with the Service to the extent such terms are made available to Customer by CenturyLink.
- 11. Marketing.** Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that CenturyLink has the right, with prior written approval from Customer, to use Customer's name, trademarks, or other proprietary identifying symbol in any medium for its marketing and publicity activities.
- 12. Terms of Use and SLA Attachment.** Customer's use of Services hereunder is subject to acceptance by Customer of the terms of acceptable use available at <http://www.centurylinkcloud.com/legal/aup> and the privacy policy available at <http://www.centurylinkcloud.com/legal/privacy>. These policies may be updated from time to time by CenturyLink time upon notice to all customers by posting on the applicable Web site. In addition, the SLA Attachment, as defined in the Agreement, applicable to the Service is available at <http://www.centurylinkcloud.com/legal/sla>.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
DDoS MITIGATION SERVICE EXHIBIT B-22**

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

2. Service.

2.1 Service Description. Service consists of Proactive Shared DDoS Mitigation and Reactive Shared DDoS Mitigation. "DDoS" means a distributed denial-of-service attack 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. Service is only available in conjunction with Customer's separately purchased CenturyLink-provided CenturyLink IQ[®] Networking Internet Port or Network-Based Security.

(a) Proactive Shared DDoS Mitigation. Proactive Shared DDoS Mitigation includes: (i) monitoring of Customer's network traffic on a 24x7 basis; and (ii) CenturyLink-supplied equipment 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 determine if an Event is taking place. If Events are determined to be Incidents, CenturyLink will forward reports to Customer. Customer may request CenturyLink to notify Customer through either a phone call or e-mail for Proactive Shared DDoS Mitigation alerts. Customer will work with CenturyLink to validate an attack and provide either verbal permission for each Incident or pre-authorized permission for CenturyLink to initiate Mitigation.

(b) Reactive Shared DDoS Mitigation. Reactive Shared DDoS Mitigation includes CenturyLink-supplied equipment 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 does not notify Customer about Customer's network traffic anomalies. Customer is solely responsible for notifying CenturyLink of an attack and working with CenturyLink to validate the attack. Customer must provide CenturyLink verbal permission to initiate Mitigation with Reactive Shared DDoS Mitigation.

2.2 Initiation of Mitigation. Customer must approve Mitigation by: (i) providing verbal permission for each Incident, or (ii) pre-authorizing CenturyLink to initiate Mitigation. Pre-authorization is only available with Proactive Shared DDoS Mitigation. If Customer selects the verbal permission option, Customer will call the CenturyLink support team to begin Mitigation. If Customer selects the pre-authorized permission 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 its 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. CenturyLink will discontinue Mitigation at the Customer's verbal request or until CenturyLink reasonably determines that the DDoS attack has subsided. When CenturyLink determines that the DDoS attack has subsided, CenturyLink will attempt to notify Customer. If CenturyLink is able to contact Customer, Customer will have the option at that time to discontinue Mitigation or continue Mitigation for up to an additional four hours. At the end of the four hours, CenturyLink will discontinue Mitigation as long as another attack has not occurred. If CenturyLink is unable to contact Customer, CenturyLink will continue Mitigation for another four hours, after which point CenturyLink will discontinue Mitigation as long as another attack has not occurred.

2.3 Customer Responsibilities.

(a) Customer Information. Customer must provide CenturyLink with: (i) accurate and current contact information for Customer's designated points of contact; (ii) advance notice of any network changes; and (iii) 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 security contact information is out of date or inaccurate or if Customer performs network changes without prior notification to CenturyLink.

(b) 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 Web site 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.

(c) Installation/Setup. Customer will cooperate with CenturyLink by: (i) providing CenturyLink with all information concerning the Service reasonably requested by CenturyLink; and (ii) providing a primary and secondary site contact with relevant experience and expertise in Customer's network operations ("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.

2.4 Consent to Access and Use Customer Information. Customer authorizes CenturyLink or its authorized vendor to access and use Customer's information associated with Customer's IP-network traffic (including Content) from domestic locations and, if applicable, from international ones. Customer also understands and agrees that CenturyLink will provide its findings regarding a DDoS attack to law enforcement as required by law. "Content" means information about Customer's IP-network traffic, including header and

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
DDoS MITIGATION SERVICE EXHIBIT B-22**

content information associated with packets. Content could include, for example, images, documents, email messages, or Web content.

3. Charges. Customer will pay all applicable MRCs and NRCs set forth in the attached pricing attachment. Charges will commence within five days of the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). The MRCs set forth in the pricing attachment will be used to calculate Contributory Charges.

4. Term; Cancellation. This Service Exhibit remains in effect until terminated. Either party may terminate this Service Exhibit with at least 30 days prior written notice to the other party. If Service does not remain installed and used for at least 12 months and is terminated by Customer without Cause or by CenturyLink for Cause, Customer will pay to CenturyLink a "Cancellation Charge" equal to 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of Service.

5. Additional Disclaimer of Warranty. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED 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. FURTHERMORE, CUSTOMER UNDERSTANDS AND AGREES THAT AS A CONSEQUENCE OF THE OPERATION OF THE SERVICE, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL LEGITIMATE COMMUNICATIONS WILL BE RECEIVED BY CUSTOMER.

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

6.1 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.

6.2 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.

6.3 Business Contact Information. Customer is providing to CenturyLink the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to CenturyLink's delivery of Service under this Service Exhibit. The Business Contact Information does not include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union memberships, financial status, health or sex life. Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (i) fulfilling its obligations under this Service Exhibit; and (ii) providing information to Customer about CenturyLink's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to CenturyLink's processing of their Business Contact Information for the purposes set forth in this Service Exhibit. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify CenturyLink promptly of staffing or other changes that affect CenturyLink's use of Business Contact Information. CenturyLink will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information, and that protects such information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. CenturyLink will use the information only for the express purposes set forth in this Service Exhibit. CenturyLink will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information, and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

6.4 International Laws. CenturyLink will provide the 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 Service, or to terminate Service, in or to any particular jurisdiction, location or country if CenturyLink determines that the provision of such Service is not commercially reasonable or is not lawfully permitted. Any arbitration or notices between the parties will be conducted in the English language.

7. 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.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
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8. AUP. All use of the Services must comply with the AUP, posted at qwest.centurylink.com/legal/, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Service is subject to the DDoS Mitigation service level agreement ("SLA"), located at qwest.centurylink.com/legal/, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

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

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

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

"Mitigation" means the mitigation of DDoS attacks by using CenturyLink-supplied mitigation equipment located in CenturyLink's network.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
DDoS MITIGATION SERVICE EXHIBIT B-22**

**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 or NBS Security Bandwidth	MRC
10 Mbps	\$400.00
20 Mbps	\$640.00
30 Mbps	\$800.00
40 - 100 Mbps	\$1,000.00
200 Mbps	\$1,760.00
300 Mbps	\$2,480.00
400 - 1000 Mbps	\$3,360.00
2 Gbps	\$6,000.00
3 Gbps	\$8,400.00
4 – 10 Gbps	\$11,760.00

* 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.

CenturyLink IQ Networking Internet Port Maximum Bandwidth or NBS Security Bandwidth	MRC
10 Mbps	\$320.00
20 Mbps	\$520.00
30 Mbps	\$660.00
40 - 100 Mbps	\$995.00
200 Mbps	\$1,440.00
300 Mbps	\$2,040.00
400 - 1000 Mbps	\$2,800.00
2 Gbps	\$5,000.00
3 Gbps	\$7,000.00
4 – 10 Gbps	\$9,800.00

* Available with Internet Ports only.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
INTERACTION ROUTING SERVICE EXHIBIT B-23**

1. General; Definitions. CenturyLink QCC will provide Interaction Routing ("Interaction Routing" or "Service") under the terms of the Agreement and this Service Exhibit. Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement and any technical terms used herein will be defined as commonly understood in the industry. "CenturyLink Contact Center" means the CenturyLink services offered under the CenturyLink Contact Center Solutions family of services.

"CenturyLink Content" means Newly-Developed Materials and Pre-Existing CenturyLink Materials.

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

"CenturyLink Managed Application" means Multi-Tenant Managed Application and Single-Tenant Managed Application.

"Concurrent Agent" means agents or supervisors who are simultaneously logged into the Interaction Routing system and available to take or handle customer inquiries or calls (inbound, outbound, or multi-media/web). The number of Concurrent Agents will be determined by Customer and recorded on the Order Form. Agent MRCs will be based on Concurrent Agents and not registered agents to the system.

"CTI" means Computer Telephone Integration.

"Customer Content" means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes or designs, whether or not reduced to practice and whether or not patentable supplied by Customer to CenturyLink in connection with this Service Exhibit.

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

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

"Minimum Service Term" means the number of months initially in the Term of the Agreement used to determine the Service unit MRCs.

"Multi-Tenant Managed Application" means a CenturyLink owned, monitored and managed Interaction Routing applications and supporting network equipment that are shared with other CenturyLink Contact Center customer applications.

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

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

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

"Renewal Term" means the number of months in the Minimum Service Term.

"Single-Tenant Managed Application" means a CenturyLink owned, managed and monitored application server dedicated to Customer, and load balancers and supporting network equipment that are shared with other CenturyLink Contact Center Customers.

"SLA" means the Interaction Routing Service Level Agreement posted at qwest.centurylink.com/legal/.

"SOW" means statement of work attached hereto or referenced in this Service Exhibit.

"Term" means Minimum Service Term and each Renewal Term.

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

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

2. Service.

2.1 Description.

2.1.1 ACD is an automatic call distributor that routes inbound telephone calls to an agent or machine. Routing can be through basic hunt groups or through enhanced skills or business rules routing. ACD has two inbound agent types:

- (a)** Quick Launch Agents are inbound agents using standard hunt groups for call routing. Agents are grouped by primary function (i.e. customer service, sales, billing, etc.) There are no skills, preferences, or business rules available in this group.
- (b)** Skills Based Agents are inbound agents that are grouped by skill group. This group includes all the capabilities of Quick Launch Agents plus skills and business Rules. Agents can have multiple skills and preferences (levels) within each skill group. Calls are routed based on the skill of the agent anticipated to handle the call. Call routing can also include business rules. This incorporates items like performance, account status, etc. to be added to the routing strategies.

2.1.2 CTI is an interface between ACD and Customer's database. It allows information to be retrieved and sent to an agent PC screen as the call is transferred to the agent. Professional service is needed to enable this capability. CTI Based Agents include all the capabilities of Quick Launch and Skills Based Agents.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
INTERACTION ROUTING SERVICE EXHIBIT B-23**

2.1.3 E Service is a grouping of applications that integrates Web services into a standard call routing environment. If you are on a chat line and want to speak to a company representative, the Web application selects the individual to whom you would talk. It also allows for automatic distribution of e-mail to agents. E Service has two options: First Application and Added Application. Both options are billed based on the number of Concurrent Agents and require the use of the Genesys Agent Desktop. Applications include Web chat, Web co-browse, Web call-back, and e-mail.

2.1.4 Content Analyzer is an optional software capability of the e-mail application that provides enhanced analysis of the e-mail transaction beyond key word analysis, allowing e-mail content to be automatically reviewed using natural language analysis using a multi-step analysis process (pre-processing, feature extraction, feature selection, and classification).

2.1.5 Outbound is an application that dials outbound calls and when answered connects the call with a pool of agents. This service includes predictive, progressive, and preview modes for the dialing keys. Predictive dialing allows calls to be placed based on assumptions of agent and customer availability. Progressive dialing allows for calls to be originated based on fixed call plans. Preview dialing allows the agent to preview the customer and then launch the call when the agent is ready. Outbound has two agent options: Outbound Only Agent and Outbound Blended Agent Add On. Outbound requires the use of the Genesys Agent Desktop. A per minute platform outbound usage charge, as set forth in the Pricing Attachment, applies to outbound calls dialed by Interaction Routing platform applications.

2.1.6 Supervisor Standalone ("Supervisor") is the management and reporting functionality of the total application. Supervisor includes real-time, historical, and cradle-to-grave reporting capabilities as well as group and functionality management. Supervisor also includes the ability to administer the system including modification of call flows and agent capabilities. Capabilities can vary from manager to manager through the permission tables and are managed by the overall center administrator. To become part of a calling group, the Supervisor must also have one of the agent capabilities (Quick Launch, Skills, CTI, Web, or Outbound).

2.1.7 Call Recording allows inbound calls to Interaction Routing to be passed through a recording system to capture agent interactions with their customers. Recordings are stored for up to six months for retrieval.

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

2.1.9 CTI Standalone Add provides CTI capabilities to a PBX for ACD routing without an internal or premises CTI router. This feature is required if Customer needs to enter agent specific information into the Configuration Management Environment (CME) and requires a PBX data link to the Service platform.

2.1.10 Genesys Agent Desktop ("GAD") supports agent and supervisory functionality. The GAD can be located on a Customer provided server at Customer's location or hosted on a CenturyLink virtual server at a CenturyLink location. The desktop application can be modified to Customer's specific requirements. The details and charges for such modifications will be provided in an SOW.

(a) If the GAD is located on a Customer provided server, a Genesys Agent Desktop MRC will apply for each Concurrent Agent.

(b) If the GAD is hosted on a CenturyLink virtual server, a Hosted Genesys Agent Desktop MRC for each Concurrent Agent and an Agent Application Subscription MRC will apply. The Agent Application Subscription provides simplex or duplex redundancy. Simplex allows the application to be installed on a single server configuration within a CenturyLink hosting location. Failover is limited to single server redundancy options. Duplex allows the application to be installed on multiple servers allowing failover of the application between servers in addition to the single server failover capabilities.

2.1.11 Workforce is an application that enables Customer to forecast and schedule staffing requirements. Workforce provides a tool for scheduling and forecasting workers as well as for managing that the schedule and forecast are accurate (real time adherence). This feature is priced on a per agent basis as an add-on feature. WFM Bundle Add On provides scheduling, forecasting, and real time adherence as a package.

2.1.12 Display Board Adapter provides the ability for Customer to connect to third-party display board technology from the Interaction Routing platform. This is required for each Customer building location needing connectivity.

2.1.13 Application Subscription is the subscription fee charged for each ancillary application installed in a CenturyLink environment. Application Subscription includes the virtual server instance required to support the application. Applications could include Outbound, Workforce Management, e-mail, chat, Scripting, etc. functionality.

2.1.14 Scripting is a feature capability that can be added to the Interaction Routing platform to allow Customer to build and display to agents common scripts to standardize responses to customer inquiries.

2.1.15 Virtual Hold is a feature of Interaction Routing that allows a caller to be provided an option to receive a callback versus waiting in a long queue for an agent to be available. A per minute platform outbound usage charge, as set forth in the Pricing Attachment, applies to outbound calls dialed by Interaction Routing platform applications.

a) Concierge is the core capability of Virtual Hold allowing the caller to be given an option to retain their place in queue and receive a call back when their call would have processed.

b) Rendezvous is a capability of Virtual Hold that allows a caller to leave a long queue and schedule a callback at a more convenient time up to seven days out from the current date.

2.1.16 CRM Interfaces. Customer Relationship Management ("CRM") software elements provide an interface to Customer provided CRM tools for use with the Interaction Routing platform.

a) LivePerson Adapter provides a software interface to a Customer provided CRM desktop solution from LivePerson allowing the integration of the CRM desktop to the call center agent.

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b) Salesforce.Com Adapter provides a software interface to a Customer provided CRM desktop solution from Salesforce.com allowing the integration of the CRM desktop to the call center agent.

c) Genesys Connect is the ability to connect the Interaction Routing platform with a Customer provided Genesys premises environment so the two solutions can exchange routing, agent, and calling party information.

2.1.17 Outbound Usage is a usage based fee for outbound calls placed by the Interaction Routing platform when an application needs to place a callback and re-establish communication with a customer.

2.1.18 IVR Multi-Tenant Managed Application. If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer's Interaction Routing application in a Multi-Tenant Managed Application environment. All rights in the Multi-Tenant Managed Application are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Multi-Tenant Managed Application. The charges for such services are provided in a SOW. Customer will have the ability to securely upload specified data to the Multi-Tenant Managed Application environment in a method defined in the SOW.

2.1.19 IVR Single-Tenant Managed Application. If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer's Interaction Routing application in the Single-Tenant Managed Application environment. All rights in the Single-Tenant Managed Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Single-Tenant Managed Application environment. The charges for such services are provided in a SOW. Customer will have the ability to securely upload and download specified data to the Single-Tenant Managed Application environment in a method defined in the SOW. Customer has the option to utilize an external data source. A secure connection will be required between the CenturyLink Single-Tenant Managed Application and Customer's external data source.

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

2.2.1 Ownership; Grant of License.

(a) Customer Content. Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to CenturyLink a Customer Content License.

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

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

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

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

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Third Party Materials and its suppliers are intended third party beneficiaries of the provisions in this Restrictions on Use section. This provision will survive cancellation of this Service Exhibit or the Agreement.

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

2.2.2 Voice Services. Customer must purchase, under separate terms and conditions, the voice service used in connection with the Services.

2.2.3 Software Applications Residing on Customer Provided and Maintained Equipment. CenturyLink or its agents provides application support for all Interaction Routing applications. Application support includes maintenance and trouble resolution of the specific application software. Customer must provide CenturyLink data access to any Customer provided servers (premises or hosted) for the purpose of performing maintenance and trouble resolution. If this access is restricted or not provided, Service and support will be unavailable until such access is granted.

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

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

2.2.6 Application and Platform Support.

(a) Application Support. If Customer discovers a material defect in any Work Product developed under a SOW and reports such defect to CenturyLink in writing during the 90 consecutive calendar days immediately following the date such Work Product is accepted by Customer as defined in the SOW ("Warranty Period"), CenturyLink will use commercially reasonable efforts to remedy, free of charge, such material defects ("Warranty Services"). The Warranty Services will be deemed accepted by Customer on the date CenturyLink completes remedial work with respect to the material defects properly identified during the Warranty Period ("Covered Defects"). If CenturyLink reasonably determines that it cannot remedy all the Covered Defects and notifies Customer of same in writing, Customer may terminate the SOW upon 10 business day's written notice to CenturyLink. CenturyLink will reimburse any charges for Work Product paid by Customer through the date of termination. CenturyLink will have no obligation to perform any Warranty Services with respect to any defect(s) caused by or which arise as a result of Customer's use of the Work Product in a manner, or in conjunction with hardware or software, not authorized under the Agreement or set forth in the written specifications therefor. Further, CenturyLink will have no obligation to perform any remedial, corrective or Warranty Services if Customer, or a third party acting at Customer's direction or on its behalf, modifies or creates a derivative work of the Work Product. If CenturyLink spends time isolating problems to a Interaction Routing application that is (a) no longer in the Warranty Period; or (b) due to unauthorized use or modification of the Work Product, Customer will be charged for such effort at the Application Support Services Hourly Rate set forth in the Pricing Attachment. Any extension of the Warranty Services beyond the Warranty Period must be detailed in a new SOW.

(b) Platform Support. CenturyLink provides 24x7x365 break/fix support for the platform components covered in this Service Exhibit at no additional charge unless Customer, or a third party acting at Customer's direction or on its behalf, causes the break, in which case additional charges will apply. CenturyLink also provides a Business Application Help Desk to support feature and functionality questions related to the CenturyLink Contact Center platforms. This Business Applications Help Desk is available Monday through Friday, 7 AM to 9 PM Eastern Time, excluding CenturyLink observed holidays. The Business Applications Help Desk does not have the ability to make changes to the platform or platform software. Non-critical requests for changes should be directed through the CenturyLink Account Team. Requests for emergency changes to configuration and routing may be made through the break/fix support team. Additional charges may apply.

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

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2.2.8 Compliance with Laws.

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

(b) Recording of Conversations. CenturyLink's Interaction Routing offering is certified as a PCI compliant application. As such, CenturyLink requires that Customer not retain financial Personal Identification Numbers (PIN) or security code information beyond the completion of the active call in which it is communicated. Additionally, Customer agrees that it will comply with all federal and state laws regarding the recording of conversations, including Minnesota Revised Statute, § 325E.64. Customer agrees to be responsible for all claims stemming from or relating to Customer's recording of any aspect of a conversation that includes social security numbers or credit, debit or stored-value card numbers, or bank account information or its wrongful recording of associated PINs or security codes.

2.3 SLA. Service is subject to the SLA, which is effective as of the first day of the second month after initial installation of Services. The SLA does not apply to any other Service component. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink reserves the right to amend the SLA effective upon posting to the Web site or other notice to Customer.

2.4 Order of Precedence. In the event of a conflict between the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.

3. Term; Cancellation. The term of this Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for the Minimum Service Term. Upon the expiration of the Minimum Service Term, this Service Exhibit will automatically renew for consecutive Renewal Terms, unless either party elects to cancel this Service Exhibit by providing written notice thereof at least 60 days prior to the conclusion of the Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Term, this Service Exhibit is, or over 50% of previously ordered Service units are, canceled by Customer for reasons other than Cause, or by CenturyLink for Cause, Customer will also pay to CenturyLink a Cancellation Charge equal to (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for the canceled Service and (b) 50% of the balance of the MRCs for the canceled Service that otherwise would have become due for the unexpired portion of the Term of this Service Exhibit. Upon cancellation or expiration of this Service Exhibit (c) the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner, the licensed materials, and (d) each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control.

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. The MRCs will be used to calculate Contributory Charges. Unit MRCs for the Service are based on the then current Term set forth in the Agreement. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

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

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
HOSTED IVR (VIRTUAL PORTS) SERVICE EXHIBIT B-24**

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

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

"ACD" means Automatic Call Distribution.

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

"Approved WAS" means CenturyLink's standard IVR WAS configuration requirements.

"CenturyLink Content" means Newly-Developed Materials and Pre-Existing CenturyLink Materials.

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

"CenturyLink Managed Application" means Multi-Tenant Managed Application and Single-Tenant Managed Application.

"CTI" means Computer Telephone Integration.

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

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

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

"DTMF" means dual tone multi-frequency.

"Eligible MRCs" means MRCs for IVR Virtual Ports for DTMF and Speech Recognition, IVR Text to Speech Module, IVR Speech Module, IVR PG Link for ICP, IVR Monthly Subscription, and CenturyLink Managed Applications.

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

"Final Deliverable" means CenturyLink has provided the final Work Product and Customer has completed UAT.

"ICP" means intelligent call processing which enables calls to be routed to an agent via computer telephony integration.

"International Location" means any non-US location, including but not limited to non-US locations in the North American Dialing Plan.

"IVR Monthly Subscription" consists of either five production IVR DTMF Virtual Ports or two production IVR Speech Recognition Virtual Ports to be used only with CenturyLink 8XX services.

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

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

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

"PG" means peripheral gateway.

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

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

"Renewal Term" means consecutive one year terms.

"Single-Tenant Managed Application" means CenturyLink owned, managed and monitored: (a) database servers; (b) load balancers; and (c) supporting network equipment that are shared with other CenturyLink IVR Customers; and (d) a WAS which houses only Customer's applications.

"SLA" means the IVR Platform Service Level Agreement posted at qwest.centurylink.com/legal/.

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

"Term" means the Initial Term and each Renewal Term.

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

"UAT" means User Acceptance Testing.

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

"WAS" means web application server.

"Work Product" means each product or item produced by CenturyLink by (a) linking or bundling any one or more of the following; (b) embedding any one or more of the following within any one or more of the following; or (c) otherwise making any one or more of the following a necessary and essential part of any one or more of the following: (i) the Newly-Developed Materials; (ii) the Pre-Existing

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CenturyLink Materials; (iii) the Customer Content; or (iv) any Third Party Materials.

2. Service.

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

2.1.1 IVR Basic Components.

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

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

2.2 Service Component Descriptions.

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

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

(c) ACD Connect. ACD Connect provides IVR customers with the ability to route calls, perform screen pops and pass ANI, DNIS, and customer-entered digits (CED) utilizing a customer's premise ACD for call routing. The ACD Connect product is based on the Genesys Enterprise Routing Solution (ERS) that is hosted within the CenturyLink network. If requested by Customer, CenturyLink will provide the ACD Connect platform to communicate with the Customer premises ACD. CenturyLink will provide the appropriate Genesys T-Server software which will be installed on a Customer Provided WAS that is located at the same physical location as the Customer premises ACD. Customer must provide a primary and secondary WAS. ACD Connect may only be used with Approved WAS.

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

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

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

2.5.1 Pre-packaged Software Application. Pre-packaged software applications developed by CenturyLink for IVR (e.g. IVR Call Administration Tool Suite or individual tools – IVR Call Routing Tool and IVR Survey Tool). The functionality description of that software is in the separate documentation accompanying such software.

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

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

2.5.4 Application Support. Post production application support can be purchased for IVR applications developed by CenturyLink or its agents, as agreed to by the parties in the SOW. CenturyLink or its agents will provide technical assistance and professional services for Application Incidents on IVR applications outside of the 30-Day Warranty Period. Customer must provide CenturyLink access to any Customer provided WAS where the CenturyLink IVR application resides. If CenturyLink spends time isolating problems to an IVR application that has been modified by Customer, its agents, representatives, or any third party; (a) application support may not apply; and (b) Customer may be charged for such effort at the IVR Application Support Services Hourly Rate. Post-production support is defined as any IVR application support request that does not involve functional or code enhancements and includes: (i) problem and defect resolution at the IVR code or interface level; (ii) content corrections or replacements at the code or database level (Customer is responsible for providing content); (iii) VOX/WAV file changes (VOX/WAV file replacement must be requested at least three business days in advance and Customer is responsible for providing VOX/WAV files); (iv) resolution of application outage or response time latency analysis; and (v) technical support consultation, e.g. IVR/platform capabilities, features. Application support is provided in rolling 12 month increments commencing upon Customer's acceptance of the Service (each an "Application Support Term") unless either party elects to cancel the application support by providing written notice thereof at least 45 days prior to the conclusion of the current Application Support Term. The IVR application support charge will be billed monthly at a rate of 1/12 of the annual charge ("Application Support MRC"). The Application Support MRC will be waived during the 30-Day Warranty Period. If, prior to the expiration of the Application Support Term, application support is canceled by Customer for reasons other than Cause, or by CenturyLink for Cause, Customer will pay to CenturyLink an application support cancellation charge equal to 100% of the Application Support MRC multiplied by the number of months remaining in the current Application Support Term ("Application Support Cancellation Charge"). Application support may also be purchased as needed at the Application Support Services Hourly Rate set forth in the Pricing Attachment. CenturyLink provides standard and premium application support.

"Standard Application Support" provides support during business hours as defined in the SOW, excluding CenturyLink observed holidays.

"Premium Application Support" provides support during Standard Application Support hours with extended 24x7x365 pager support.

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

2.6.1 Ownership; Grant of License.

(a) Customer Content. Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to CenturyLink a Customer Content License.

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

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

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

(e) ACD Connect. Customer will maintain the operability of the Genesys T-Server software licensed to Customer pursuant to the Third Party Materials Subsection above, and the Customer Provided WAS residing at the Customer premises. Genesys T-server software will not be customized for Customer and no code changes are permitted. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or improperly installing, modifying, or administering the Approved WAS. CenturyLink has no liability for Service where Customer does not utilize Approved WAS or makes code changes to the T-server software.

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

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

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

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

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

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

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

2.6.7 Platform Upgrades. CenturyLink is responsible for maintaining the IVR network. Upgrades to the IVR network may require changes or updates to Customer's application code. Customer is solely responsible for all charges associated with such updates to

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
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Customer's application code.

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

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

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

2.6.11 Compliance with Laws.

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

(b) Recording of Conversations. CenturyLink's IVR offering is certified as a PCI compliant application. As such, CenturyLink requires that Customer not retain financial Personal Identification Numbers (PIN) or security code information beyond the completion of the active call in which it is communicated. Additionally, Customer agrees that it will comply with all federal and state laws regarding the recording of conversations, including Minnesota Revised Statute, § 325E.64.

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

3. Term. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled by either party with 60 days' prior written notice to the other party. The initial term for Service will conclude five (5) years after the Service is first made available for use by Customer ("Initial Term"). Upon expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel the Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Term, Service is canceled by Customer for reasons other than Cause, or by CenturyLink for Cause, Customer will also pay to CenturyLink a Cancellation Charge equal to (a) 50% of the then current IVR Revenue Commitment multiplied by the number of months, or portion thereof, remaining in the Term; (b) in addition, if applicable, 100% of the Single-Tenant Managed Application MRC specified in the SOW multiplied by the number of months remaining in the Term; and (c) if applicable, any Application Support Cancellation Charge. Upon cancellation or expiration of this Service Exhibit the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner the licensed materials, and each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control.

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. CenturyLink will begin billing upon Acceptance of Service. The MRCs and per call charges after the application of the IVR Discount, will be used to calculate Contributory Charges. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended immediately behind this Service Exhibit.

4.1 IVR Revenue Commitment/IVR Discount.

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

4.1.2 Discount. For each month of the Term, Customer will be eligible for an "IVR Discount" based upon the IVR Revenue Commitment and the Term of this Service Exhibit. The IVR Discount will be applied to the Designated Charges except the NRCs and any Standard or Premium Application Support charges. The IVR Discount is calculated as follows.

IVR Revenue Commitment	IVR Discount
\$500	
\$2,500	
\$5,000	
\$10,000	
\$20,000	

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

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
NOTIFY SERVICE EXHIBIT B-25**

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

"Acceptance" means Customer agrees that CenturyLink has provided the Work Product as defined in a SOW, and that CenturyLink may begin billing for the Service and Customer will fulfill its obligation for payment of the Service.

"Application Incident" means a single support issue directly related to the programming or maintenance of a custom application developed by CenturyLink or its vendor, and the reasonable effort needed to resolve it.

"CenturyLink Content" means Newly-Developed Materials and Pre-Existing CenturyLink Materials.

"Contact Center Hosted Application" means CenturyLink owned, managed and monitored: (a) database servers; (b) load balancers; and (c) supporting network equipment that are shared with other CenturyLink Notify customers; and (d) a WAS which houses only Customer's applications.

"Customer Content" means information or content that Customer submits for use in the portal or a custom application of the Service.

"Customer Content License" means a worldwide, non-exclusive, fully paid-up license to use, copy, and host the Customer Content only as reasonably necessary to provide the Service for Customer.

"Emergency Notifications" means notifications that are (a) used to raise awareness about or respond to emergency events (e.g., extreme weather alerts, shootings, kidnappings, natural disasters, fires, and AMBER Alerts™); (b) delivered at a time when the emergency event has the potential for bodily harm, property damage, or other risk of loss; and (c) time sensitive.

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

"Messages" means Customer Content and CenturyLink Content transmitted via voice, email, SMS or fax, either by Customer or by CenturyLink as a technology conduit and as directed by Customer.

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

"Planned Outage" means planned system upgrades and routine maintenance.

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

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

"Recipients" means any person or entity to which Customer delivers Messages.

"SMS" means Short Message Service.

"SOW" means a statement of work that is attached to or referenced in this Service Exhibit.

"Start of Service Date" means (a) the date upon which service is made available to Customer; or (b) the date of Customer's Acceptance for any Work Product provided in a SOW.

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

"Voice Talent" means English or Spanish recordings made by professional voice talent.

"WAS" means web application server.

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

2. Service.

2.1 Description. Service is an outbound interactive voice response (IVR) notification service that delivers simultaneous notifications by voice, email, SMS or fax to Recipients. CenturyLink will provide an online portal that enables Customer to build, deploy and manage message creation and scheduling. The portal will also enable Customer to access the online platform for campaign monitoring and reporting.

2.2 Emergency Notifications. Customer warrants that it will not use the Service for Emergency Notifications or for emergency services. CenturyLink will not be liable for such use of the Service.

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2.3 Planned Outages. Planned Outages are performed at off-peak times, typically between 10:00 pm Saturday and 4:00 am Sunday (Eastern Standard Time). During Planned Outages, Customer will be able to send Messages and such Messages will be retained and processed once system maintenance is complete.

2.4 Professional Services. If requested by Customer and accepted by CenturyLink, CenturyLink will develop a custom application to Customer's specifications. The details and charges for the custom application will be provided in a SOW. CenturyLink will perform the consulting, professional, technical, development and design services described in the SOW and develop any Work Product as specifically described in the applicable SOW. CenturyLink will make reasonable efforts to provide the Service by the requested due date. Customer acknowledges that the successful and timely provision of Service and any applicable Work Product will require the good faith cooperation of Customer. Customer will fully cooperate with CenturyLink by, among other things, providing CenturyLink with all information reasonably required to provision the proposed Service and any Work Product and reasonably making Customer personnel and appropriate development time on Customer's systems available to CenturyLink to permit CenturyLink to provide the Service and any Work Product. The Agreement and this Service Exhibit will also apply to and govern the rendering of all Service or Work Product produced in anticipation of and prior to the Agreement. If a conflict arises among the terms of any SOW and the terms of this Service Exhibit, the terms of this Service Exhibit will control.

2.4.1 Contact Center Hosted Application Services. Pursuant to the Professional Services section above, CenturyLink will host Customer's Service application in a Contact Center Hosted Application environment and develop all applications to be installed within such environment. All rights in the Contact Center Hosted Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such environment. Customer will have the ability to securely upload and download specified data to the Contact Center Hosted Application environment in a method defined in an SOW. Customer has the option to utilize an external data source. A secure connection will be required between the Contact Center Hosted Application environment and Customer's external data source as described in the CenturyLink Internet Port section below.

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

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

2.4.4 Custom Application Warranty. CenturyLink warrants that the custom application developed by CenturyLink or its vendor will conform to the specifications in the SOW, and will be free from deficiencies and defects in materials, workmanship, design and performance for 30 days from Acceptance ("30-Day Warranty Period").

2.4.5 Custom Application Support. CenturyLink or its vendor will provide technical assistance as needed for any Application Incident outside of the 30-Day Warranty Period, at the Application Support Hourly Rate set forth in the Pricing Attachment. Application support is provided for any Application Incident that does not involve functional or code enhancements and includes: (i) problem and defect resolution at the code or interface level; (ii) content corrections or replacements at the code or database level (Customer is responsible for providing content); (iii) VOX/WAV file changes (VOX/WAV file replacement must be requested at least three business days in advance and Customer is responsible for providing VOX/WAV files); (iv) resolution of application outage or response time latency analysis; and (v) technical support consultation, e.g. platform capabilities, features.

2.5 Customer Obligations.

2.5.1 Capacity Planning. Customer will be responsible for making a commercially reasonable effort to inform CenturyLink 30 days in advance of upcoming Customer applications that exceed the following thresholds:

- Voice Notifications
- Broadcast Voice jobs (no Text-to-Speech involved): 10,000 messages per hour
- Text-to-Speech jobs: 3,000 messages per hour
- Email Notifications

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- Broadcast (single job, multi-recipient): 8,000 messages per hour
- Point-to-Point (one job per recipient): 2,000 messages per hour
 - SMS Notifications
- Broadcast (single job, multi-recipient): 3,000 messages per hour
- Point-to-Point (one job per recipient): 1,000 messages per hour
 - Fax Notifications
- Broadcast (single job, multi-recipient): 5,000 messages per hour
- Point-to-Point (one job per recipient): 2,500 messages per hour

2.5.2 Customer Responsibility for Messages and Accounts. Customer is solely responsible for all Customer Content and the content, accuracy, timing and purpose of all Messages. Customer may use the Service to transmit Messages to the Recipients. Customer is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Service and for all uses of the Service in association with Customer's accounts whether or not authorized by Customer. Customer acknowledges that CenturyLink does not control or monitor Customer Content, or guarantee the accuracy, integrity, security or quality of Customer Content.

2.5.3 Customer Warranty Regarding Messages and Recipients. Customer warrants that:

- (a) Customer will review all anticipated Messages and the information to be used in those messages;
- (b) Customer has the legal right to use all Customer Content and transmit all Messages to the Recipients in the manner and format in which they will be transmitted, including, without limitation, that: (i) any number displayed as the Customer's caller ID number is a valid Customer number; (ii) Customer has express consent from any intended Recipient to use the Recipient's contact information to transmit the Service to that Recipient and to provide that contact and other information to CenturyLink or its vendor as necessary to provide the Service; (iii) Customer will have in place a clear and simple mechanism for a Recipient to opt-out from receiving further Messages; and (iv) the Recipient has been informed and consents that its telecommunications or Internet service provider may assess charges associated with the Recipient's receipt of any Messages;
- (c) Customer is responsible for all Messages and CenturyLink is merely acting at Customer's direction as a technology conduit for the transmission of the Messages. Where CenturyLink or its vendor provides any assigned telephone or facsimile numbers for processing opt-out requests, Customer acknowledges that such numbers and any associated automated functions are provided merely as an administrative convenience and that the processing of such opt-out request is solely the Customer's responsibility. CenturyLink and its vendor expressly disclaim all responsibility for and authority over, the receipt and processing of any opt-out requests;
- (d) Use of the Customer Content by CenturyLink or its vendor and transmission of Messages (including Customer's campaigns and programs, the content, timing and purpose of all Messages, and the creation of Customer's notification lists) will not violate the rights of any third party or any law, rule or regulation and will otherwise comply with federal, state and local laws, ordinances, administrative rules, regulations, and orders; and
- (e) Customer will not transmit or allow to be transmitted any Messages that: (i) Customer does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically, or otherwise objectionable, or harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) use or otherwise constitute any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupt the Service or servers or network operator networks.

2.5.4 Compliance with Laws.

- (a) **General.** Customer will comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules, regulations, and orders applicable to its use of the Service and transmission of Messages to Recipients (including e.g., obtaining any required consents from the Recipients as contemplated in the Customer Warranty Section above). Customer's obligation will include, but is not limited to, compliance with: the federal Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200); the federal CAN-SPAM Act (15 USC Section 7701 et seq.); the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices, 47 CFR 64.3100); and the Federal Trade Commission's (FTC) implementing rules (16 CFR Section 316.3, with respect to communications to computers) as well as comparable state laws, rules, and regulations.
- (b) **Use of Recording Devices.** Use of recording devices or taping any use of the Service by Customer may subject Customer to laws or regulations and Customer is solely responsible for and obligated to provide any required notification to those being recorded or taped.
- (c) **Export Administration.** Customer agrees to comply fully with Export Laws to assure that no information, design, specification, instruction, software, data, or other material furnished by CenturyLink nor any direct product thereof, is: (a) exported, directly or

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indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Customer further acknowledges that the Service and any related software are or may be an "encryption item" subject to controls under the Export Administration Regulations promulgated by the U.S. Department of Commerce.

2.5.5 Investigation of Compliance with Customer's Obligations. Upon request, Customer will provide reasonable proof of compliance with the provisions set forth in this Customer Obligations Section and CenturyLink need not provide Service where CenturyLink reasonably believes that Customer has not complied. Customer shall be responsible for any and all claims, liability, penalty, fines, costs, expenses, and damages including reasonable attorneys' fees arising out of, connected with or resulting from CenturyLink following Customer's instructions in sending the messages or any breach of Customer's representations, warranties or obligations in this Customer Obligations Section. CenturyLink may use reasonable means, and employ reasonable methods to investigate and otherwise satisfy itself of the lawful and proper use of Service at any time, and Customer will cooperate with CenturyLink in connection with its investigation.

2.6 Ownership; Grant of License.

2.6.1 Customer Content. Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer grants to CenturyLink a Customer Content License.

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

2.6.3 Content Licenses. Subject to the terms and conditions of the Agreement and this Service Exhibit, including, without limitation, upon payment in full by Customer of all Service charges, and the provisions of the Restrictions of Use Section, CenturyLink grants to Customer during the term of this Service Exhibit a limited, non-exclusive license to use the Service. Except as specifically set forth in this Service Section, CenturyLink or its vendor retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Service, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Service. Other than using the Service where Customer is an active participant, Customer may not resell the Service or otherwise generate income from the Service (from an Application Service Provider model or otherwise).

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

2.6.5 Governmental Agencies. Use of the Service by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions.

2.6.6 Restrictions on Use. Customer is expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the CenturyLink Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the CenturyLink Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing, sublicensing, copying, marketing or distributing the CenturyLink Content or Third Party Materials; or (iv) knowingly taking any action that would cause any CenturyLink Content or Third Party Materials to be placed in the public domain. The CenturyLink Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries, and embody valuable confidential and trade secret information of CenturyLink or its vendor. Customer will hold the CenturyLink Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Exhibit. Customer agrees that the licensor of Third Party Materials and its suppliers are

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intended third party beneficiaries of the provisions in this "Restrictions on Use" section. This provision will survive cancellation of this Service Exhibit or the Agreement.

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

2.7 Data Security Measures.

Customer has implemented and will maintain reasonable information security practices for the protection of its own computing infrastructure and its data and information designed to comply with laws applicable to Customer as a user of Services under this Service Exhibit and to provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer's data, including without limitation practices relating to the encryption of data transmitted or stored through Customer's use of this Service. Customer is responsible for selecting and using the level of security protection needed for the data transmitted or stored through Customer's use of the Service. CenturyLink is not responsible if the level of security protection Customer uses for any particular data is insufficient to prevent unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that data.

2.7.1 Customer may purchase Notify's encryption service for security protection, and use it in conjunction with other data security processes. Customer understands that CenturyLink's ability to support and troubleshoot issues with Customer list data may be impeded with certain security processes.

3. Term; Cancellation. This Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will continue until all Service purchased by Customer hereunder has been terminated and this Service Exhibit has been cancelled as provided herein. The initial term for Service will conclude 60 months after the Start of Service Date ("Minimum Service Period"). Upon expiration of the Minimum Service Period, Service will automatically renew for consecutive 12 month periods ("Renewal Term"), unless either party elects to cancel the Service by providing written notice thereof at least 60 days prior to the conclusion of the Minimum Service Period or Renewal Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Minimum Service Period, Service or this Service Exhibit is canceled by Customer for reasons other than Cause, or by CenturyLink for Cause, Customer will also pay to CenturyLink a Cancellation Charge equal to (a) 100% of the Monthly Subscription MRC for each month remaining in the Minimum Service Period, and (b) if applicable, 100% of the Contact Center Hosted Application MRC multiplied by the number of months remaining in the Term. Upon cancellation or expiration of this Service Exhibit the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner, the licensed materials, and each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control. Breach by Customer of sections 2.5 or 2.6 are grounds for immediate suspension by CenturyLink of the Services and termination of this Service Exhibit.

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. The MRCs and usage will be used to calculate Contributory Charges. The Service is not entitled to the CTA Discount. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

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

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT EXHIBIT B-26**

Intrastate

Tariff

Optical Wavelength Service ("Service") will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in the Agreement. "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>. Service is subject to technical publication 77412 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

1. Scope.

1.1 Service is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service that utilizes Dense Wave Division Multiplexing technology with proactive network monitoring. 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.

1.2 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.

1.3 CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year.

2. Changes. CenturyLink will provide the following types of changes to Service or additions of new Service under the terms and conditions of the Tariff and this Agreement if the Service is available at the speed and location requested:

2.1 Additions of new Service. Additional Optical Wavelength Service circuits will be handled on an Optical Wavelength Service 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 special construction charges.

2.2 Moves. Customer may move an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits within the CenturyLink 14-state local service area. A move involves a change in the physical location of the point of termination at Customer's premises or the physical location of Customer's premises. In the event of a move of a Customer premises, a new Service Term 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 special 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 Service Term.

2.3 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 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. Filing Concurrence and Jurisdictional Guidelines.

3.1 Filing Concurrence. CenturyLink may be required to submit this Agreement for a particular Service and any subsequent addenda for Service to certain regulatory agencies for approval because the rates in the Agreement are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Effective Date, those service-specific rates, terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under the Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. In the event a regulatory agency does not approve the Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The Agreement for a particular Service remains in full force and effect for Service in all other jurisdictions.

3.2 Jurisdictional Guidelines. Customer understands that Service is an intrastate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, less than 10% of its usage will be interstate

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CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT EXHIBIT B-26
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usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service.

4. Service Level Agreement. Service is subject to the Optical Wavelength service level agreement ("SLA") located at qwest.centurylink.com/legal/sla.html, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

5. Service/Maintenance. CenturyLink may from time to time suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

6. Service Term; Termination.

6.1 Service Term. Each Optical Wavelength Service circuit ordered, including moves, upgrades, and renewals, will have its own "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 this Agreement and revert to CenturyLink's then-current month-to-month rates.

6.2 Termination. Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Upon termination of a Service, Customer will remain liable for charges accrued but unpaid as of the termination date. If a Service is terminated by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay a "Termination Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term if any, plus (b) 70% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term beyond the first 12 months. Service will no longer be subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

6.3 Waiver Policy. A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement for any other CenturyLink-provided service(s); (b) the new service agreement has a total value equal to or greater than 115% of the remaining prorated value of the Service terminated (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time; and (d) a new minimum service period goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

7. Charges and Billing.

7.1 Customer must pay CenturyLink all charges indicated on the pricing attachment by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

7.2 Customer must pay the charges for Service referenced in this Agreement. CenturyLink will protect a Service's MRC from any CenturyLink-initiated price increases during that Service's Service Term; provided, however any rate increases directed or mandated by a regulatory body with proper authority will increase the MRCs or NRCs pursuant to the applicable order.

7.3 CenturyLink will notify Customer of the date Service is available for use. In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may

AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT EXHIBIT B-26
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either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and CenturyLink cancels the Service at the end of the Grace Period, Customer will pay CenturyLink cancellation charge based on the applicable NRCs and the percentage of the implementation cycle that has been completed. Cancellation charges for those rate elements without NRCs will be based on all nonrecoverable costs incurred by CenturyLink associated with the Service implementation process up to and including the cancellation date.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
CENTURYLINK OPTICAL WAVELENGTH SERVICE AGREEMENT EXHIBIT B-26
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PRICING ATTACHMENT

Service expires TBD* months from the Start of Service Date ("Service Term"). When Customer is renewing a Service Pricing Attachment with no Service changes, the the start of a new Service Term, identified in this paragraph, is the sole entry that needs to be completed. When Customer is changing Service under an amended Service Pricing Attachment, the AQCB Contract Number needs to be completed.

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.

Service Ordered. Customer orders and QC will supply Service as follows:

Circuit Type	Service Element	Quantity (# of rate ele-ments / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	MRC Per Circuit	Total MRC	NRC Per Circuit	Total NRC
TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*

*These terms will be contained in an Order Form as agreed upon by the parties

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT B-27**

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 RSS, 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 RSS 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 RSS 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 RSS. 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:

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT B-27**

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

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

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

4. Charges. Current Rates for Service are set forth in the pricing attachment. 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 RSS 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 RSS interstate charges.

**AMENDMENT 3 TO THE MASTER SERVICE AGREEMENT
INTERSTATE OPTICAL WAVELENGTH SERVICE EXHIBIT B-27**

**PRICING ATTACHMENT
City and County of Denver**

Contract ID TBD*

*Billing Number **TBD***

Service expires TBD* months from the Start of Service Date ("Service Term"). When Customer is renewing a Service pricing attachment with no Service changes, the Service Term, identified in this paragraph, is the sole entry that needs to be completed. When Customer is changing Service under an amended Service pricing attachment, the AQCB Contract Number needs to be completed.

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
TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*

*These contract terms will be contained in the Order Form as agreed upon by the Parties.

Contract Control Number:

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:

By_____

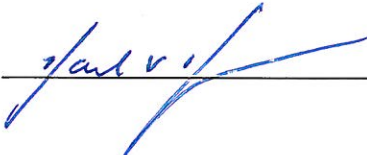
By_____

By_____



Contract Control Number: TECHS-CE95035-03

Contractor Name: QWEST COMMUNICATIONS

By: 

Name: Karl Hoyle
(please print)

Title: Manager -- Offer Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

