

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (Contract Number PLANE-201525744-00) (“Agreement”), made and entered into as of the date set forth on the signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City” or “Customer”), Party of the First Part, and **CENTURYLINK COMMUNICATIONS, LLC (f/k/a Qwest Communications Company, LLC)**, a limited liability company organized under the laws of Delaware and authorized to do business in Colorado (“Contractor”), Party of the Second Part;

WITNESSETH:

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

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF SERVICES:

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

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

B. The Contractor will provide the services ("Services") in the Scope of Work attached to this Agreement as **Exhibit A** and the service exhibits ("Service Exhibits") attached to this Agreement as **Exhibit B** (numbered consecutively as B, B-1, B-2, etc.).

3. TERM:

The Term of this Agreement shall commence on the Effective Date, and shall terminate three (3) years thereafter, unless sooner terminated under the provisions of this Agreement (the "Initial Term"). Following the Initial Term, the City has the option to renew the Agreement for two 12-month renewal terms (each, a "Renewal Term") upon written notice to Contractor at least 60 days prior to the expiration of the Initial Term of the then-current Renewal Term. Collectively, the Initial Term and any Renewal Term are referred to as the "Term." The Order Term or Service Term for a particular Service is defined in the applicable Service Exhibit. CenturyLink will not accept new orders after expiration or termination of the Agreement, but the Agreement will continue to apply to any unexpired orders or SOWs properly placed during the Term.

4. COMPENSATION AND PAYMENT:

A. Fee: The City agrees to pay to the Contractor, and the Contractor agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates set forth on each Service Exhibit, and as may be further described herein.

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

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

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

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of Four Million Two Hundred Ten Thousand Nine Hundred Eight Dollars and 00 Cents (\$4,210,908.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from any permissible funds of the City's Airport System. The Contractor acknowledges that the City is not obligated to execute an order, agreement or an amendment to this Agreement for any services and that any services performed by Contractor beyond that specifically described herein are performed at

Contractor’s risk and without authorization under this Agreement.

(ii) The Parties agree that the City’s payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City; provided, however, that for each fiscal period for the City: (1) the City agrees to include in its budget request appropriations sufficient to cover the City’s obligations under this Agreement; (2) the City agrees to use all reasonable and lawful means to secure these appropriations; (3) the City agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. In the event that the City is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, the City may terminate this Agreement without incurring any termination charges by giving Contractor not less than 30 days’ prior written notice. Upon termination and to the extent of lawfully available funds, the City will remit all amounts due and all costs reasonably incurred by Contractor through the date of termination.

(iii) The total Maximum Contract Liability of this Agreement shall be allocated among the Service Exhibits in the following manner (the “Service Exhibit Allocated Maximum Contract Liability”), with each allocation comprising the total portion of the overall contract Maximum Contract Liability which may be utilized to procure the service defined in each individual Service Exhibit:

Exhibit	Allocated Amount of Overall Agreement Maximum Contract Liability (in Dollars) (the “Service Exhibit Allocated Maximum Contract Liability”)
Exhibit B – Select Advantage Service Exhibit	\$432,000.00
Exhibit B-1, SONET Managed Service Exhibit	\$2,105,448.00
Exhibit B-2a, IQ Networking Service Exhibit	\$639,000.00
Exhibit B-2b, Local Access Service Exhibit	Included in Exhibit B-2a amount
Exhibit B-3, CTS Service Exhibit (Hosting)	\$495,360.00
Exhibit B-4, DDoS Service Exhibit	\$179,100.00
Exhibit B-5, IT Services Exhibit (Professional Services)	\$360,000.00

5. TAXES AND COSTS:

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

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

C. The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency. Taking into account the City's status, Contractor confirms that all Charges are exclusive of all taxes, levies, duties and assessments ("Taxes") of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Contractor is responsible for payment of such Taxes to the appropriate governmental authority.

6. STATUS OF CONTRACTOR:

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

7. NO AUTHORITY TO BIND CITY TO CONTRACTS:

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

8. PERSONNEL ASSIGNMENTS:

A. The Contractor shall assign a Project Manager to this Project that has experience and knowledge of Services that are custom in the industry. The Project Manager shall be the contact person in dealing with the City's Project Manager on matters concerning this Project.

Contractor's designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Contractor.

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

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

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

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

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

9. SUBCONTRACTORS:

A. The City understands that Contractor has retained, hired and contracted with outside subcontractors to assist with performing the Services. The SVP or his authorized representative hereby consents to Contractor's use of such subcontractors listed on **Exhibit D**, which includes a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor

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

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

10. NO DISCRIMINATION IN EMPLOYMENT:

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

11. DSBO GOALS:

Not Applicable.

12. PREVAILING WAGES:

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

13. PROMPT PAY:

The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

14. CITY REVIEW OF PROCEDURES:

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

15. COORDINATION OF SERVICES:

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

16. INSURANCE:

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

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

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

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

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

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

17. DEFENSE AND INDEMNIFICATION; LIMITATION OF LIABILITY:

A. Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This

indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

F. **LIMITATION OF LIABILITY:** Regardless of the basis on which the City is entitled to claim damages from Contractor (including, without limitation, breach of contract, negligence, misrepresentation, or other contract or tort claim), Contractor's entire liability for all claims in the aggregate arising from or related to services provided pursuant to a Service Exhibit to this Agreement will not exceed an amount equal to THREE times (3X) the Maximum Contract Liability, it being understood that the damages available under this paragraph 17.F which arise from or relate to services provided under a specific Service Exhibit will not exceed damages up to three times (3x) the Service Exhibit Allocated Maximum Contract Liability of the Service Exhibit under which the claim for damages arises. By way of example, for any damages arising from services provided under Service Exhibit B-1, the amount of damages shall not exceed three times (3x) the Service Exhibit Allocated Maximum Contract Liability for Service Exhibit B-1, and so on for each Service Exhibit. The following amounts are not subject to a cap on the amount of damages:

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

18. COLORADO GOVERNMENTAL IMMUNITY ACT:

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

19. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY:

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

20. INTENTIONALLY DELETED.

21. INTENTIONALLY DELETED.

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

A. The Contractor agrees that all work performed under this Agreement shall comply in all material respects with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and codes of the United States. The Contractor will not knowingly utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Contractor prepares any

design documents which specify any material, equipment, process or procedure which is protected, the Contractor shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

23. DISCLAIMER OF WARRANTIES:

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

24. ADVERTISING AND PUBLIC DISCLOSURES:

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

25. COLORADO OPEN RECORDS ACT:

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

26. DATA CONFIDENTIALITY:

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

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

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

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

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

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

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

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

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

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

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

27. EXAMINATION OF RECORDS:

A. The Contractor agrees that the City's duly authorized representatives, including but not limited to the City's Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent copies of books, documents, papers and records of the Contractor involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to copies of any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractor further agrees that such copies of records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

28. INFORMATION FURNISHED BY CITY:

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

29. TERMINATION:

A. The City has the right to terminate this Agreement with or without Cause (defined below) on thirty (30) days' written notice and Contractor has the right to terminate this Agreement with Cause on thirty (30) days' written notice. As used in this Section, the term "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default by the City, within five days of separate written notice from Contractor notifying the City of such default; or (b) in the event of any other material breach, within thirty (30) days of written notice (unless a different notice period is specified in this Agreement).

B. If the Agreement is terminated by the City or Contractor for Cause, the Contractor shall be paid only for those services satisfactorily performed prior to the time of termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City without Cause, all Services are deemed terminated, and the Contractor shall be entitled to the termination charges in accordance with each Service Exhibit, in addition to any and all charges that are accrued but unpaid as of the termination date. With the exception of the foregoing, the Contractor shall have no claim of any

kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto

E. Either party may terminate an individual Service: (a) in accordance with the applicable Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by the City for any reason other than for Cause or by Contractor for Cause prior to conclusion of the applicable Order Term or Service Term (as those terms are defined by the applicable Service Exhibit), then Customer will pay the termination charges in accordance with each Service Exhibit, in addition to any and all charges that are accrued but unpaid as of the termination date.

30. RIGHTS AND REMEDIES NOT WAIVED:

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

31. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

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

32. NOTICES:

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

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

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

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

33. NO THIRD PARTY BENEFICIARIES:

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

34. ASSIGNMENT:

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

35. CONFLICT OF INTEREST:

The Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Contractor written notice which describes such conflict. The Contractor shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

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

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

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

37. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

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

38. FEDERAL PROVISIONS:

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

party. The provisions of the attached Appendix **Federal Aviation Administration Required Contract Provisions** is incorporated herein by reference.

39. AIRPORT SECURITY; SENSITIVE SECURITY INFORMATION:

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

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

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

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

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

GUARD". ANY FURTHER DISCLOSURE OR DISSEMINATION OF THIS INFORMATION MUST BE APPROVED IN WRITING BY TSA, THE COAST GUARD OR THE SECRETARY OF DOT. ANY REQUEST FOR FURTHER DISCLOSURE OR DISSEMINATION OF THIS INFORMATION MUST BE REFERRED TO TSA OR THE APPLICABLE COPONENT OR AGENCY WITHIN DOT OR DHS.

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

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

41. CITY SMOKING POLICY:

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

42. PARAGRAPH HEADINGS:

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

43. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix 1:	Federal Aviation Administration Required Contract Provisions
Exhibit A:	Scope of Work
Exhibit B:	Exhibit B – Select Advantage Service Exhibit
	Exhibit B-1, SNET Managed Service Exhibit
	Exhibit B-2a, IQ Networking Service Exhibit
	Exhibit B-2b, Local Access Service Exhibit
	Exhibit B-3, CTS Service Exhibit (Hosting)
	Exhibit B-4, DDoS Service Exhibit
	Exhibit B-5, IT Services Exhibit (Professional Services)

Exhibit C: Certificate of Insurance
Exhibit D: Subcontractors

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

Appendix 1

Sections 1 through 50 hereof

Exhibit A

Exhibit B (including any additional terms and conditions, accessible via internet/web, referenced in any Exhibit B document)

Exhibit C

Exhibit D

44. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

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

45. INUREMENT:

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

46. FORCE MAJEURE:

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

47. SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be

affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

48. COUNTERPARTS OF THIS AGREEMENT:

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

49. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

50. CITY EXECUTION OF AGREEMENT:

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

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

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 _____

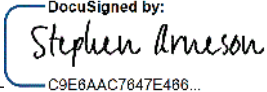
By _____

By _____



Contract Control Number: PLANE-201525744-00

Contractor Name: CENTURYLINK COMMUNICATIONS LLC

By:  _____
C9E6AAC7647E486...

Name: Stephen Arneson
(please print)

Title: Manager - Offer Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

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

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

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE 201525744

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

STATEMENT OF WORK

1. Introduction

This Statement of Work ("SOW") is subject to the Master Services Agreement between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") and City and County of Denver ("Customer"), Contract Number PLANE 201525744, dated as of _____, 2018.

2. Statement of Work

2.1 Overview and General Requirements

CenturyLink will perform the services and activities described below. These services, activities, and responsibilities characterize the full set of deliverables for this project and are detailed in Exhibits A and B.

Century Link will continue to provide DEN an onsite consultant as needed for sales support. The Account Consultants function is to:

- Act as the point of contact for the City and or sales employees.
- Rally internal Century Link resources as required related to services provided for moves, adds, changes, or disconnects.
- Organize and conduct periodic account review or project level meetings as required. Schedule and coordinate necessary Century Link resources as required.
- Escalate issues to appropriate internal staff as required.
- Verify billing accuracy.
- Ensure that orders are completed as required and perform bill reviews.

Century Link will provide the City a dedicated Account team consisting of:

- A billing analyst as required
- A Network and Equipment Sales Engineer
- A Service Manager that is available 24 x 7
- An Account Consultant for Ordering Management
- An Account Manager for overall Account Management
- A dedicated team of network technicians for DEN per SONET Managed Services below

Century Link will provide access to copies of local wire center records and provisioning processes such that DEN can process tenant requests and extend services provided by Century Link or competitive local exchange carrier (CLEC) to any tenant within the DEN property line served by DEN last mile infrastructure. In addition, Century Link will provide Century Link or CLEC related circuit inventories and customer information as requested for the sole purpose of DEN service delivery across the last mile infrastructure on moves, adds, changes, and disconnects or for recurring audit purposes.

2.2 Services Descriptions

2.2.1 CPE, ProNOC, Managed Services Statement of Work (SONET Managed Services)

Century Link provides a managed service over the SONET/DISC*s and associated sub systems for DEN. This infrastructure provides copper and optical transport for a variety of circuit types from Century Link as the Incumbent Local Exchange Carrier to the tenants across DEN owned and operated last mile infrastructure. In addition, various circuit types that start and stop on campus utilize this transport technology to have circuits delivered between two points when copper loop lengths are too great. This managed service is further detailed in Exhibit B-1. Anticipated start date of this service is at the end of an existing task order (June 1, 2018).

2.2.2 Domestic CenturyLink iQ Networking Service Exhibit (Internet) + Local Access Service Exhibit (Broadband Services)

Century Link provides high speed internet services under their IQ Networking and Local Access service offerings. See service exhibit B-2a and B-2b "CenturyLink iQ Networking Service Exhibit (Internet) + Local Access Service Exhibit" for service offering details.

2.2.3 Century Link TS Service (Hosting Services for FlyDenver.com)

Century Link provides internet web site hosting services for DEN. See Service Exhibit B-3 "Century Link TS Service Exhibit" for Century Link Service offering details.

2.2.4 DDoS Mitigation Service (DDoS – Proactive DDoS)

Century Link provides Distributed Denial of Services (DDoS) protection services on broadband links at DEN. See Service Exhibit B-4 "DDoS Mitigation Service Exhibit" for Century Link Service offering details.

2.2.5 Century Link IT Service (Savvis – CTS Services – includes security services, professional services, digital content, cloud services)

Century Link shall provide technical professional services on a task order basis per mutually agreed to rates and statements of work. See Service Exhibit B-5 "Century Link IT Service" for Century Link Service offering details.

2.2.6 Additional Service Authorizations

DEN recognizes that Century Link does provide other telecommunication/IT related services. Detailed descriptions of these offerings can be found here: <http://www.centurylink.com/business/enterprise.html>. DEN may opt to procure additional services under this agreement. The appropriate Service Exhibit will apply regarding service offering details. DEN and Century Link will not need to amend the contract to provide these services as long as they are part of their standard service offering. Allowed service offerings, but not inclusive include:

- Metro Optical Ethernet
- Email Defense
- Conferencing Service
- Cloud Application Management
- Network – Based Security Service
- Zадara Storage
- IT Services

END OF EXHIBIT A

**MASTER SERVICES AGREEMENT
EXHIBIT B
SELECT ADVANTAGE® SERVICE EXHIBIT**

1. General; Definitions. This Service Exhibit for Products and Services (collectively “Solutions”) is attached to and subject in all respects to the Master Services Agreement between CenturyLink Communications, LLC (“CenturyLink”) and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, the Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, “Service” is replaced by “Solution” as defined herein, and “Order Form” is replaced with “Purchase Order” as defined herein.

“Change Order” means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

“CPE” means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

“Detailed Description(s)” means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

“Products” means CPE and Software offerings from CenturyLink.

“Purchase Order” or “PO” means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

“Services” means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

“Software” means software license offerings.

“SOW” means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer’s signature on the SOW.

2. CenturyLink Select Advantage Solutions.

2.1 Purchase. Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer’s purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/> and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer’s continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer’s exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

2.2 Limitation of Liability CENTURYLINK’S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT SHALL BE AS SET FORTH IN THE MASTER SERVICES AGREEMENT...

3. Term; Termination. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

4. Charges. Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer’s receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

MASTER SERVICES AGREEMENT
Exhibit B-1
SONET Managed Services Statement of Work

1. SONET Managed Services

1.1 SONET Managed Services

This Statement of Work (SOW) specifies the retention of SONET support for a one year period along with the extension of the Power Product Services (PPS) and Fujitsu Maintenance Contracts for one year commencing on June 1, 2018. This SOW recognizes that the City is migrating from the legacy SONET/DISC*s solution that resides at DEN today to a new optical transport solution and that services are required from Century Link during this transition period to migrate all circuits transported over the legacy system to the new system. Therefore, this SOW calls out continuation tasks of work that has been done prior, while also calling out task order based work needed to support migration efforts to the new optical transport solution. Both Century Link and DEN recognize that as the migration efforts occur, the presence and requirement of CenturyLink staffing to maintain the legacy SONET/DISC*s solution will ramp down. Thus, CenturyLink and local SONET Manager should do attempt to cover as much of the needed technician staff out of the dedicated monthly recurring toward work efforts associated with the migration. In the event that the new SONET RFP is not awarded to CenturyLink, CenturyLink technicians will not be responsible for performing cutovers or migrations of circuits from the existing SONET/DISC*S system. CenturyLink will support the new provider with migrations and cutovers via a task order to identify specific circuit end points for cutover, but the new vendor will be responsible for conducting the cutovers and migrations work.

Task order based fees should be for offsetting work that is needed and above work levels that can be done by the dedicated staff around the legacy SONET managed service during normal business hours. See Exhibit A-1 for a detailed statement of work and terms around this service offering.

1.2 Staffing

- A. Management Staffing : SONET Manager (a) is responsible for design, documenting and consulting issues associated with voice, data and video networks ; (b) interface with upper-level Department of Aviation management; (c) monitor day to day health of voice, data and video networks; (d) coordinate troubleshooting and repair of advanced problems ; (e) established PWCS “after hours” procedures will be followed for Emergency and non-Emergency situations and (f) provide risk and network recommendations for the SONET infrastructure.
- B. Dedicated Technicians: Technicians perform: (a) audits; (b) provide daily surveillance / maintenance for the Fujitsu SONET network, Tellabs DISC*S systems, Symmetricom / Oscilloquartz synchronization clocks and the various DC power plants on the DIA campus. These positions require experience with the Fujitsu (FW 4300/FW4100/FLM 150 ADM), Tellabs DISC*S (COT/RDT/FITL), Symmetricom (DCD-400/DCD-523), Oscilloquartz OSA 5548C, along with the Emerson, Lorain and Valere DC power plant practices.
- C. To provide a managed service solution for the SONET infrastructure at Denver International Airport, a SONET Manager along with dedicated technicians with a minimum of one on site technician is required. Hours of Operation: 24 hours per day seven days a week. The technician work force will be on site eight (8) hours a day Monday through Friday or as negotiated between CenturyLink and the City and County of Denver. Established PWCS “after hours” procedures will be followed for Emergency and non-Emergency situations.

1.3 Fujitsu Maintenance Contract

- A. Remote Technical Assistance.
- B. Software Maintenance and Upgrade Subscription
- C. On-site support, four hour response.

MASTER SERVICES AGREEMENT
Exhibit B-1
SONET Managed Services Statement of Work

- D. Repair & Return
- E. Advance Hardware Replacement (NBD)
- F. On-Site Maintenance (4 Hrs)
- G. Routine Preventative Maintenance (quarterly)
- H. No trouble Found Fees: \$190.00 per incident, as applicable.
- I. Additional NetSmart 1500 site visits, daily \$2,500.00 per incident, as applicable
- J. Extended NetSmart 1500 site visits, hourly \$315.00 per hr over the minimum for current visit

1.4 Fujitsu NetSmart Server

CenturyLink will provide a Linux server to provision and monitor the SONET network during the duration of the one year SONET support agreement extension.

1.5 PPS Maintenance Contract

Power Product Services DC Power Maintenance Agreements blend technology, experience and contemporary industry leadership to offer the following:

- A. Regular inspections, maintenance and testing of equipment at scheduled intervals - PPS proactively schedules preventative maintenance visits when your site is due for inspection
- B. Available time and materials repairs requested and authorized by the customer will be invoiced as follows:
- C. This is a 12-month contract that includes the following:
 - a. On-site-Fee (includes travel, per diem); 4-hour minimum:
 - b. Weekdays 0600 till 1700 - \$125.00 hr.
 - c. Weeknights – 1701 till 0559 - \$175.00hr.
 - d. Weekends/Holidays - \$295.00hr.
- D. Parts for PPS-sold equipment: Standard Sell Rates
- E. 24-hour technical support services through PPS

PPS will audit the DC Power Plants annually, we plan A (spring) and B (fall) groups consisting of.

Group A sites include:

Main Terminal Room 45A01

Concourse A Room 1C07

Concourse B Room 1C07

Concourse B Room 7E02

Concourse B Room 7W02

Concourse C Room 1C07

Antennae Farm

North Hut

South Hut

Airfield Maintenance Center (IDF will be moved to Group B)

Groups B Sites include:

ARFF1

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ARFF 3

Concourse A Room 14E02

Concourse A 5th Level Room A-5CEL

Joint Cargo

Main Terminal Room 51C14

Main Terminal Room 54C14 (This IDF will be removed)

Main Terminal Room 51D14

Main Terminal Room 54D14 (This IDF will be removed)

SE Hut.

1.6 Cable Management Systems Database

All equipment and or facility updates will be submitted to the appropriate staff member to be entered into the cable management system whenever changes are made to the PWCS facilities.

1.7 Spare Parts Management

CenturyLink will recommend the appropriate level of maintenance spares to be on hand for emergency repair situations. The City and County of Denver will purchase the necessary spare inventory through City procurement mechanisms and turn over to CenturyLink for parts management. The contractor is to maintain maintenance agreements with Fujitsu and PPS to ensure that firmware or software upgrades, engineering change order compliance and upper Technical Support is required. The repair or replacement of defective components, batteries and other ancillary units are billable to the City and County of Denver. Century Link is to track all SONET and DISC*S inventory, including both active components and spares on customer premise and provide recommendation to changes in levels and reports on inventory levels as requested.

1.8 SONET Manager Tasks

- A. Fujitsu SONET Management / Support
 - a. CCD / Tenant: Provide SONET assignments for PWCS design group enter x-conn into NetSmart for new or change orders and update spreadsheets.
 - b. Technical support: Installation or design questions, troubleshooting assistance.
 - c. SONET network monitoring: NetSmart / Alarm Point monitoring.
 - d. SONET network: T1 / DS3 orders (new/changes), disconnects reviewed with CenturyLink before writing disconnect orders, along with supporting scheduled cuts or moves.
 - e. NetSmart Server: Backed up daily, restart server approximately every ninety days.

- B. Tellabs DISC*S Management / Support
 - a. Narrowband Managers: System is programmed for daily back-ups. CenturyLink technicians rotate the disks weekly per manufactures recommendation.
 - b. Supervisory System (FITL), COT and RDT systems checked daily for alarms, backed up Monthly by PWCS technicians per manufactures recommendation.

- C. DC Power Plant Management and support
 - a. Bi-Annual Power Audits performed by PPS Field Support Engineer(s).
 - b. Netbotz: Power equipment alarm monitoring

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SONET Managed Services Statement of Work

- D. The OSA BITS clock is the new clock, the Symmetricomm clocks (two) are the old clocks
 - a. Oscilloquartz OSA 5548C TSG, 2016 Digital Clock Distribution
 - i. BITS Clock: ProNOC alarm monitoring.
 - ii. Manufacturer preventive maintenance inspections as required.
 - b. Symmetricomm Digital Clock Distribution
 - i. BITS Clock network: Netbotz alarm monitoring.
 - ii. Product has been manufacture-discontinued and needs to be coordinated with CenturyLink to ensure compatibility when they replace the BITS clocks in their synchronization network. Copper, Fiber, Pair Gain Management and support.

- E. Test results: DTX and OTDR circuit sent to PWCS Manager or delegate and Project Manager including: copper, fiber, coax, review and provide input to PM's,
 - a. Technical support: Install, design questions and troubleshooting assistance.
 - b. Task Order: Test records will be sent to PWCS Project Manager or delegate including, but not limited to: copper, fiber or coax circuits.

- F. Projects Support:
 - a. Sales Order: CCD Projects, SONET, Digital Loop Carrier, DC Power Plants upgrades, repairs, spare parts, etc.
 - b. Notification Process: AskIT Change Management, Shut Down, MCC, Service Desk letter/client notification processes.
 - c. CCD PMO: Planning Document Form Initiation, update and completion.
 - d. Project Managers: Review sales order survey information w/manager if necessary
 - e. CCD Technologies: CCD, tenant and or contractor request for network information.
 - f. CenturyLink Test Sets: Order, repair and calibration per manufacture specifications.
 - g. Annual Inventory: CenturyLink Repair cage. (Fujitsu, Tellabs, Telus / Symmetricom / Oscilloquartz, etc.).

- G. Equipment Configuration and Documentation:
 - a. Keep all as-built documentation current via PCR 360 or other mutually agreeable system, throughout the lifecycle of the equipment covered under this managed service offering. This includes SONET, DISC*S, Clock systems, power systems, required test equipment, and software.
 - b. Keep all electronic media and hard copy manuals and documentation regarding all software and hardware on DEN premise and in a mutually agreed to storage location with the Customer.

- H. Reporting
 - a. Provide reports that outline activity around timecards, service requests, incidents, move/add/change/disconnect, annual audits, active circuits, spare levels, equipment configuration, project tasks; as requested by customer

1.9 Dedicated Technician Tasks (related to circuits that utilize the SONET/DISC*s solution for transport)

- A. Report directly to DIA CenturyLink work location at designated work schedule time.
- B. Identify and maintain circuits from regulated telco points of presence for ingest and transport on the SONET/DISC*s or PWCS facilities.
- C. Perform various audit and or maintenance duties as directed by the SONET Manager.
- D. Auditing circuit designs, move, add, change, disconnect, testing and or assisting in the trouble shooting of:

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SONET Managed Services Statement of Work

1. Copper cable, termination, Fiber Optic cable, termination, D/C power cable, termination associated with the SONET network.
 2. Circuit types include but are not limited to: ISDN, Analog Data- 56K, 9.6, 64K, T1, DS3, 1FB, RTNA, Brief Net, Crash Net (NETA), LADA, ELAN, Breach Alarm, HDSL, DSL, VOIP, DIA TV, DID trunks, ring down circuits and ground start trunks.
 3. DIA circuit types: BANA, BCTV, CCTF, CCTP, CCFX, CCTX, CLCK, EFXS, ELAN, ELRE, ELXT, ESXT, EZXT, HCxx, LADA, NETA, OSNA, PAOR, RTNA, ADSL, SDSL, TVTK, TV06, TV11 and VOIP.
 4. Peripheral equipment: DSX panels, repeater shelves, fiber bays and patch panels, +24V / -48V DC power plant components and batteries, AC inverter and fuse panels that is associated with the SONET network.
 5. Work with the Business Technologies Division and CenturyLink team to maintain operational capability of SONET, DISC*s, synchronization clocks and dc power plants that are owned by the City and County of Denver (CCD).
 6. Maintain Inter-building and backbone telephony cabling and cable configuration documentation in support of the SONET infrastructure with support from CCD, their contractors, and or CenturyLink staff.
 7. Be available for on-call duty on a continuously rotating basis, response time to site is 1 ½ hours from time of notification to commencement of trouble shooting effort.
- E. Billing – Activities herein are authorized under the managed service offering and will perform tasks outlined above toward the operation and maintenance of the legacy SONET/DISC*s solution. SONET Manager and Dedicated Technician staff will be billed on a monthly basis. Dedicated staff tied to the legacy SONET/DISC*s managed support offering shall not be allowed to “double bill” their time against operations and maintenance activities toward the legacy SONET/DISC*s solution and migration efforts tied to the new optical network transport solution.

1.10 CenturyLink Professional Network Operations Center (ProNOC)

ProNOC Description

CenturyLink will provide ProNOC Services for Customer’s circuits and/or equipment. The ProNOC Service will provide monitoring and surveillance by proactively monitoring the devices and/or circuits 24 hours a day, 7 days a week, 365 days a year. The service includes:

- 24x7x365 Pro Active Network Surveillance and monitoring of transport equipment, fiber, circuits, and wavelengths on CenturyLink backbone and CPE locations.
- Fault Management to include diagnostic testing and service restoration, alt-routing capabilities, manage to customer specific Service Level Agreement (SLA) requirements.
- Field Operations and dispatch coordination.
- Provisioning for circuit and network migrations, circuit testing, service activation, and emergency alternate routing.
- Change Management maintenance notification to include, service impact, risk assessment, background information, and scheduling.
- Performance Management to include network availability metrics and capacity planning for private networks and CPE

MASTER SERVICES AGREEMENT
Exhibit B-1
SONET Managed Services Statement of Work

- Configuration Management to ensure network conforms to design parameters and validate network and circuit configurations

Benefits:

The Pro NOC provides enterprise management of private networks, CPE, dark fiber with comprehensive service interfaces to all other company support organizations offering a uniquely combined Optical experience and a single point of contact for customers.

Other Pro NOC benefits:

- Customized Services available to include customized performance reporting, special interface protocols, network moratoriums during mission critical events.
- Dedicated Attention, intimate knowledge of the customer's services and network topology, customers speak directly to Tier II/Tier III NOC technicians.
- Interface guidelines and troubleshooting job aids.

Experience:

The ProNOC Team is a specialized entity with carrier class experience and training on a multitude of vendor platforms, to include but not limited to, Alcatel-Lucent, Fujitsu, Cisco, Nortel, Ciena, and Tellabs.

Our ProNOC Team also supports all Legacy CenturyLink National vendor platforms and specific customer selected CPE to include Long-Haul DWDM Equipment.

1.11 Task Order - Circuit Migration to new optical transport solution (related to circuits that migrate from the legacy SONET/DISC*s solution to the new optical transport solution and configuration of DC plant to support both legacy and new system concurrently)

- A. Report directly to DIA CenturyLink work location at designated work schedule time.
- B. Identify and maintain circuits from regulated telco points of presence for ingest and transport on the new optical transport solution or on PWCS facilities.
- C. Perform various audit and or maintenance duties as directed by the SONET Manager as required to assist in the migration of legacy SONET/DISC*s circuits to the new optical network transport solution. Source either Dedicated Technician or Surge Technician staff toward completion of task order statement of work efforts.
- D. In the event that the new SONET RFP is not awarded to CenturyLink, CenturyLink technicians will not be responsible for performing cutovers or migrations of circuits from the existing SONET/DISC*S system. CenturyLink will support the new provider with migrations and cutovers via a task order to identify specific circuit end points for cutover, but the new vendor will be responsible for conducting the cutovers and migrations work.
- E. Auditing circuit designs, move, add, change, disconnect, testing and or assisting in the trouble shooting of:
 1. Copper cable, termination, Fiber Optic cable, termination, D/C power cable, termination associated with the SONET network.

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Exhibit B-1

SONET Managed Services Statement of Work

2. Circuit types include but are not limited to: ISDN, Analog Data- 56K, 9.6, 64K, T1, DS3, 1FB, RTNA, Brief Net, Crash Net (NETA), LADA, ELAN, Breach Alarm, HDSL, DSL, VOIP, DIA TV, DID trunks, ring down circuits and ground start trunks.
 3. DIA circuit types: BANA, BCTV, CCTF, CCTP, CCFX, CCTX, CLCK, EFXS, ELAN, ELRE, ELXT, ESXT, EZXT, HCxx, LADA, NETA, OSNA, PAOR, RTNA, ADSL, SDSL, TVTK, TV06, TV11 and VOIP.
 4. Peripheral equipment: DSX panels, repeater shelves, fiber bays and patch panels, +24V / -48V DC power plant components and batteries, AC inverter and fuse panels that is associated with the SONET network.
 5. Work with the Business Technologies Division and CenturyLink team to maintain operational capability of SONET, DISC*s, synchronization clocks and dc power plants that are owned by the City and County of Denver (CCD) and transition these services to the new optical network transport solution.
 6. Maintain Inter-building and backbone telephony cabling and cable configuration documentation in support of the SONET/DISC*s and infrastructure with entries from CCD and or CenturyLink workstations.
 7. Be available for on-call duty on a continuously rotating basis, response time to site is 1 ½ hours from time of notification to commencement of trouble shooting effort.
 8. Perform off hours duty as required in circuit migrations from old legacy SONET/DISC*s transport solution to new optical network transport solution. Assist new managed service provider as needed in migrating these circuits to the new solution.
- F. Billing – Items under 1.11 will be authorized on a task order basis. City will deliver a statement of work associated to the task order to Century Link who will in turn reply with a fee estimate for the work called out in the statement of work document. City will review and come to a mutually agreed to task order with Century Link and issue a signed task order to authorize that work. Progress payments for task order authorized work will be allowed on a monthly basis. Fee estimates should estimate the amount of work related to this effort that can occur in normal work hours and by dedicated staff already on-site associated with 2.9 activities and associated recurring rates. Fee estimate should specify all resources and fees needed to complete the statement of work per requirements identified therein for both normal hours and out of hours tasks. Dedicated staff tied to the legacy SONET/DISC*s managed support offering shall not be allowed to “double bill” their time against operations and maintenance activities toward the legacy SONET/DISC*s solution and circuit migration efforts tied to the new optical network transport solution.

2. Project Pricing

2.1 Pricing:

Staffing, PPS and Fujitsu Maintenance Contract Monthly Price Structure

A. SONET Manger and dedicated technicians to provide 24x7 Support and ProNOC monitoring:	56,517	MRC
B. Fujitsu Maintenance Contract:	\$9,983	MRC
C. PPS Maintenance Contract:	\$2,477	MRC
D. Task Order Based Work to support non-SOW project level work – billed as time and material	\$TBD	MRC

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SONET Managed Services Statement of Work

TOTAL	\$68,977	MRC
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There will be no additional non-recurring charges associated with this managed network extension.

CenturyLink agrees that if they are awarded the new SONET RFP, the rates specified above may be renegotiated to mutually agreeable terms.

Monthly recurring charges associated with ProNOC monitoring will be trued up periodically during the term of this contract. Specifically, true ups will occur on a quarterly basis, with the first true up occurring 3 months after the contract start date of June 1, 2018. Subsequent true ups will occur quarterly throughout the duration of the contract. Adjustments to the ProNOC monthly recurring charges will be calculated based on the total number of circuits being monitoring and the decrease of these circuits during that quarter. At the start of the network extension, the total quantity of circuits being monitored by ProNOC is 1292 circuits.

Monthly recurring charges will be trued up on a quarterly basis. As circuits are groomed to the new network, the monthly recurring charges will be reconciled quarterly and reduced by \$16.25 per circuit.

Customer understands that if Customer terminates this Statement of Work (SOW) for reasons other than for Cause or CenturyLink terminates this SOW for Cause during the Minimum Service Term, Customer will pay a termination charge equal to 100% of the balance for the MRCs for items A-C above that otherwise would have become due for the unexpired portion of the Minimum Service Term. "Minimum Service Term" means 12 months commencing upon effective date of June 1, 2018. Customer may terminate the SOW or portions of the SOW for convenience at any time after the first 12 months at no penalty Pricing beyond the initial 12-month extension will be re-evaluated on a quarterly basis.

SONET Managed Service Term : One Year

Terms: Net 30

Taxes: Not Included. CenturyLink prices are quoted exclusive of applicable taxes and fees. The CenturyLink invoices will reflect the amount of any applicable taxes and other fees due. Customer shall not be required to remit to CenturyLink those taxes that are subject to exemption; provided Customer provides CenturyLink a copy of the exemption certificate.

Shipping: Not Included. All charges for shipping of equipment from manufacturer to Customer or to CenturyLink Configuration Site (including shipment from Subcontractor facilities) will be included typically in the Equipment order. All charges for shipping from CenturyLink configuration site (including shipment from subcontractor facilities) will be billed to Customer through the Statement of Work if applicable.

Travel and Expense: Not Included

Hardware and Software: Quoted Separately if applicable. Once hardware and software is installed and accepted by the Customer, the Customer will be responsible for any lost/stolen hardware and software. This SOW only has pricing for Professional Services.

Hardware and Software Maintenance: Quoted Separately if applicable. This SOW only has pricing for Professional Services.

Billing: Billing will take place on a monthly basis as work is completed and invoiced to the Customer.

ACCEPTANCE / SLA

MASTER SERVICES AGREEMENT

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Customer shall have ten (10) business days after completion of a Task (or each recurring portion thereof) to notify CenturyLink of any deficiency of such Task. Such written notice shall include a specific description that demonstrates the deficiency to the reasonable satisfaction of CenturyLink. All Tasks are deemed accepted unless Customer provides CenturyLink with notice to the contrary within the aforementioned notice period above. Upon timely notice to CenturyLink of a deficiency, CenturyLink will use commercially reasonable efforts to remedy any deficiencies. If no such remedy is practicable or if CenturyLink is unable to remedy after using commercially reasonable efforts to do so, in CenturyLink's sole discretion, Customer will be entitled to a credit equal to the fees paid for the affected Task. The foregoing remedies shall be Customer's sole and exclusive remedy in the event of any Task deficiency. The foregoing remedies shall not apply if a deficiency is due to: (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure of equipment, applications or systems not owned or controlled by CenturyLink; or (c) Force Majeure events.

MISCELLANEOUS

Notwithstanding anything to the contrary, the parties expressly agree that nothing herein shall convey or be construed to convey or otherwise transfer any intellectual property or other proprietary rights held by CenturyLink, its vendors or licensors.

Notwithstanding any other provision or understanding to the contrary in any document, CenturyLink makes no representation, warranty, or guarantee that any of the Tasks performed hereunder comply with or satisfy any applicable governmental or industry data security standard. If such Tasks include security services provided by CenturyLink, Customer acknowledges that CenturyLink may not identify all possible incidents or vulnerabilities and CenturyLink expressly disclaims any responsibility for any unidentified or misidentified incidents or vulnerabilities. If CenturyLink provides an assessment, certification, report, or similar material to Customer hereunder, such material is developed in good faith as to its accuracy at the time of inspection or review by CenturyLink and provided AS IS.

MASTER SERVICES AGREEMENT
EXHIBIT B-2a
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the Master Services Agreement between Customer and CenturyLink Communications, LLC ("CenturyLink"). Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. General. Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink under the terms of the Master Services Agreement, this Service Exhibit, and any signed quotes between CenturyLink and Customer.

2. Service.

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

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

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

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

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

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

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

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

(b) Select Management. Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

(c) Comprehensive Management. Comprehensive Management can be included on any eligible Port, except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change

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management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

(d) CenturyLink Responsibilities. For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

(e) Customer Responsibilities.

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

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

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

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

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

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

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

2.6 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available

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with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

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

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

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

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

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

4.1 Pricing Methodologies.

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

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

(c) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest.

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The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

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

5. Term; Cancellation.

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

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

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

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

5.3 Waiver of Cancellation Charges.

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

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

(c) Waiver for Prior Services. CenturyLink will waive the Cancellation Charges for any existing iQ and Local Access services related to Contract ID: 978710 (the "Prior Agreement"). Services from the Prior Agreement (one 10G Flat iQ Internet port and associated

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local access) can move to a month to month service term upon expiration of the Prior Agreement, and shall not incur any Cancellation Charges. To clarify, all new or renewed Service ordered under this Service Exhibit shall be subject to this Section 5.

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

7. 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.

8. AUP. All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably 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. Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA. References to CenturyLink IQ+ Ports in the CenturyLink IQ= SLA will also refer to CenturyLink IQ+ Cloud Ports.

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PRICING ATTACHMENT

1. Pricing

1.1 Network Management Service MRCs.

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

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

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

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

1.2 CenturyLink IQ Networking Features.

(a) VPN Extensions.

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

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

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

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. CenturyLink IQ+ Port pricing may be located in a valid signed CenturyLink issued quote, if available. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement or, if a quote applies, sign a new quote that includes the Service Address, type, and details of the new CenturyLink IQ+ Port.

(a) CenturyLink IQ+ Port / CenturyLink IQ+ Cloud Port Pricing. [Reserved]

(b) Flat Rate Pricing. [Reserved]

(c) Tiered Pricing. [Reserved]

(d) Precise Burstable Pricing. [Reserved]

DATA TRANSFER

(e) Data Transfer Pricing. [Reserved]

1.4 NRC Discounts.

2. 10 Gigabit Ethernet Internet Port Description and Pricing. 10 Gigabit Ethernet Internet Ports provide Customer with access to the Internet. A 10 Gigabit Ethernet Internet Port's peak usage cannot exceed the Bandwidth Tier that is agreed upon between Customer and CenturyLink. "Bandwidth Tier" means the maximum bandwidth usage allowed on a 10 Gigabit Ethernet Internet Port; CenturyLink NSP #: 308817

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

Flat Rate. [Reserved]

Flat Rate 10 Gigabit Ethernet	Internet Port Other Access Net Rates MRC 12 month term or month to month term	Internet Port Other Access Net Rates MRC 36 month term
10000 Mbps	\$5,000.00	\$5,000.00

Local Access (For Informational Purposes Only)

NPA/NXX	CNDC/ Tracking ID	Service Address	Type of Local Access	Service Term	Circuit Speed	Local Access Net Rate MRC	Install NRC
303317	TBD	8500 Pena Blvd Denver, CO 80249	QPA - Wavelength Local Access	Month to Month	10 GigE - 10000 Mbps	\$4,100.00	\$0.00
303317	TBD	8500 Pena Blvd Denver, CO 80249	QPA - Wavelength Local Access	12 months	10 GigE - 10000 Mbps	\$4,100.00	\$0.00
303317	TBD	8500 Pena Blvd Denver, CO 80249	QPA - Wavelength Local Access	36 months	10 GigE - 10000 Mbps	\$3,650.00	\$0.00

**12 month or Month to Month Service Term:
Total MRC: \$9,100.00**

**36 month Service Term
Total MRC: \$8,650.00**

Tiered. [Reserved]

Precise Burstable. [Reserved]

Data Transfer. [Reserved]

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

**between
("Customer")
and**

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

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

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

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

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

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

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1. General. CenturyLink Communications, LLC ("CenturyLink") will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Master Services Agreement between Customer and CenturyLink, and the RSS.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring unless CenturyLink notifies customer that Extended Wiring is included with a service offering, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

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

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

(b) Ethernet Local Access ("ELA"). ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ[®] Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

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

(d) DSL Local Access. "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

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

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

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) On-Net Access. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between

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CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

(b) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the pricing attachment or a quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

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

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

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

3. Ordering. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

4. Charges. Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

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

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

(b) Extended Wiring. "Extended Wiring" means additional wiring from the Demarcation Point to Customer's network interface equipment. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available). Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the Demarcation Point only.

(c) Construction. Construction charges apply if; (i) special construction is required to extend Service to the Demarcation Point; or (ii) other activities not covered by Extended Wiring are required beyond the Demarcation Point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

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

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

5. Term; Cancellation.

5.1 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term").

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) All Service Types—Cancellation After the Start of Service Date. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

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(c) Moves. When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(d) Waiver of Cancellation Charges. CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

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

6. Grooming. If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

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

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

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

"Demarcation Point" means the CenturyLink designated interface between the CenturyLink Domestic Network or the Leased Access provider network and Customer's telecommunications equipment. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of the local access provider's outside distribution network facilities.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Preferred Provider" or "PP" means a specific local access provider requested by Customer for Leased Access.

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

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on

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the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

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PRICING ATTACHMENT**

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

1. Customer will pay the MRCs and Install NRCs for the Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

2. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the pricing table below. The MRCs and NRCs set forth below also apply to existing Service ordered prior to the effective date of this pricing attachment for a particular Service with identical attributes (i.e., the NPA/NXX or CLLI, Service Address, Type of Local Access, Service term and circuit speed). The rate change for existing Service will become effective at CenturyLink's earliest opportunity, but in no event later than the second full billing cycle following the applicable effective date of this pricing attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service in the pricing table below (i.e., the NPA/NXX or CLLI, Service Address, Type of Local Access, Service term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1.

NPA/NXX	CNDC/ Tracking ID	Service Address	Type of Local Access	Service Term	Circuit Speed	Local Access Net Rate MRC	Install NRC
303317	TBD	8500 Pena Blvd Denver, CO 80249	QPA - Wavelength Local Access	Month to Month	10 GigE - 10000 Mbps	\$4,100.00	\$0.00
303317	TBD	8500 Pena Blvd Denver, CO 80249	QPA - Wavelength Local Access	12 months	10 GigE - 10000 Mbps	\$4,100.00	\$0.00
303317	TBD	8500 Pena Blvd Denver, CO 80249	QPA - Wavelength Local Access	36 months	10 GigE - 10000 Mbps	\$3,650.00	\$0.00

3. Customer may order additional Service that is not specified above, but each additional Service ordered during the Term must include a valid CenturyLink quote form that specifies the applicable Service MRC and NRC. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

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

**MASTER SERVICES AGREEMENT
EXHIBIT B-3
CENTURYLINK TS SERVICE EXHIBIT**

1. General; Definitions. CenturyLink Communications, LLC ("CenturyLink") will itself or through a CenturyLink Affiliate provide Services under the terms of the Master Services Agreement between Customer and CenturyLink, this Service Exhibit, a Service Order and/or Statement of Work ("SOW"). For clarification, the term "CenturyLink TS" will be used when it is necessary to differentiate a service provided under this Service Exhibit from another CenturyLink service. Otherwise, CenturyLink and its Affiliates will hereinafter be referred to as "CenturyLink". 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 Service Guide, the SLA, the Service Order(s) and SOW(s). 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 the Billing Commencement Date Section 4.2.

"Customer Equipment" means any equipment used in connection with the Service and not provided by CenturyLink.

"Service" means the service provided by CenturyLink or a CenturyLink Affiliate as set forth on the Service Order or SOW.

"Service Guide" (or "SG") means the product-specific Service guide that includes technical specifications which can be found at <http://www.centurylink.com/technology/service-guides>, which CenturyLink may modify from time to time, effective upon posting on the website.

"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 may provide and Customer may purchase the Services described therein. The applicable Service Schedules are included in this Service Exhibit.

2. Service Attachments. Customer may purchase Services in the following Service Schedules attached to this Service Exhibit.

- **SERVICE SCHEDULE: HOSTING SERVICES AND ASSOCIATED PROFESSIONAL SERVICES**
- **SERVICE SCHEDULE: SECURITY SERVICES**
- **SERVICE SCHEDULE: DIGITAL CONTENT SERVICES**
- **SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES**
- **SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**

3. Term; Renewal. 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. Notwithstanding the foregoing sentence, if the Initial Term is one month, then the Services shall automatically renew monthly unless terminated by either party in writing with thirty (30) days prior written notice. The Initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term". Nothing in this paragraph 3., Term; Renewal, shall be construed to extend the Term of the Master Services Agreement.

4. Rates; Billing.

4.1 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" or similar index for Services provided outside of the U.S. Such increase will 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.

4.2 Billing Commencement Date. Unless otherwise provided in a Service Schedule, the BCD for the Service is the earlier of (a) the date on which Customer uses (except during the Acceptance Period) the Service (b) 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. For Professional Services in a SOW, the BCD will be the date CenturyLink begins performing the Services or as specified in the SOW. Customer will have three business days after such use or notification to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice will include a written description that specifically demonstrates the deficiency in Service to the reasonable satisfaction of CenturyLink. The Service will 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 will begin, and CenturyLink will delay billing until accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, (a) if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis, and (b) if a Service installation is delayed, incomplete or is not usable by Customer through no fault of CenturyLink or its agents, CenturyLink will have the right to commence billing as installed and per the BCD.

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5. Obligations.

5.1. Compliance. In addition to CenturyLink's obligations in the Agreement, CenturyLink, as of the Effective Date, has completed an AICPA sanctioned Type II audit report (i.e., SSAE16/ISAE3402 SOC 1 or AT-101 SOC 2) in certain data centers and intends to continue to conduct such audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report, which is CenturyLink Confidential Information. Customer may make such report available to its End Users subject to confidentiality terms provided by CenturyLink.

5.2. Equipment. Unless otherwise set forth in the applicable SG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining Customer Equipment including any related applications, systems, or software.

6. Use of Service. CenturyLink may suspend the affected Service if Customer violates the Use of Service provision in the Agreement. CenturyLink will attempt to notify Customer in writing prior to suspending Service. 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 may be identified in the applicable AUP.

7. Termination. Either party may terminate this Service Exhibit or affected Services (a) for Cause; or (b) in accordance with any other express term contained in the Agreement or any Service Attachment. If Customer terminates an ordered Service prior to its BCD, Customer will pay early termination charges or fees 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 is terminated either by CenturyLink for Cause or by Customer for convenience prior to the conclusion of the applicable Service Term, then Customer will be liable for an early termination charges or fees 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 will be deemed to be terminated as well.

8. Customer Information Processing; Relationship Data; Usage Data. Customer hereby grants to CenturyLink (and, where necessary, will procure the grant from relevant End Users) all rights in any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of CenturyLink Services necessary for CenturyLink and its suppliers to process such information in the provision of the Service and as otherwise required by applicable law. In particular, such rights include processing: (i) to prevent or address service or technical problems; (ii) to provide Customer with support; (iii) to prevent or address fraud, or security issues; (iv) to respond to a subpoena, warrant, audit or agency action or other law enforcement request; or (v) to comply with Customer's reasonable and lawful instructions communicated to CenturyLink. For purposes hereof, such information includes any information about Customer, its employees, partners, customers, any end users, and any other information, data or other content disclosed by, uploaded to, or published or displayed through the Service by such parties relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

In addition to processing the information as described above, CenturyLink or its suppliers may collect and process, and share with each other, Relationship Data and Usage Data solely for the following purposes: (i) Relationship Data -- to operate the Services, manage Customer and End User accounts, send notifications, invoice purchased services, comply and enforce compliance with the Agreement, provide support, and comply with applicable law. CenturyLink may share Relationship Data with its affiliates and third party service providers for these purposes only or as otherwise required by applicable law; and (ii) Usage Data – to provide the Service (including tracking and managing its infrastructure, network, storage, and software for billing, capacity planning, troubleshooting, and other forecasting and improvement purposes), and comply with contractual obligations hereunder and applicable law. For purposes hereof, "Relationship Data" means personal information that CenturyLink or its suppliers collect from Customer or End Users during the registration, activation and maintenance of a Service account and "Usage Data" means information regarding Customer's or its End Users' consumption of the Service, such as information on the amount of computing and storage resources purchased or consumed, user counts, and third party licenses consumed. If the relevant information in this Section, including Relationship Data and Usage Data is both Confidential Information and Customer Data as such terms are defined in the Agreement, it will be treated as Customer Data for purposes of this Service Exhibit and CenturyLink's obligations with respect to such data shall be exclusively governed by the Compliance and Security section of the Agreement and subject to CenturyLink's Limitation of Liability provisions identified in the Agreement.

Customer, on behalf of itself and any applicable third parties, hereby consents to CenturyLink accessing, storing and otherwise processing Customer data and information, Relationship Data and Usage Data in the United States or in any other jurisdiction where we have a data center based services, support, or processing systems. It is Customer's responsibility to ensure that it has obtained all requisite consents and to comply with applicable law with respect to data processing and transfers across jurisdictions.

9. 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

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control laws and regulations of any other applicable jurisdiction.

10. 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.

For Services located in the United Kingdom, the following provision will apply:

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. Notwithstanding the above, Customer will indemnify and hold CenturyLink harmless for any losses, claims, liabilities, awards, damages, costs and expenses (including any fines, legal expenses and costs of settlement) CenturyLink may incur through the operation of TUPE in connection with this Agreement. This provision applies only to Services delivered by CenturyLink in the United Kingdom.

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SERVICE SCHEDULE: HOSTING SERVICES**

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

2. Notices: Notwithstanding anything to the contrary in the Agreement, 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, and such email may include instructions for use of a private website for posting of such notices, for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its email address.

3. For Professional services a Customer may purchase in support of Customer's Hosting Services, as shall be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference, the following terms and conditions shall apply.

3.1. 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. If a SOW or a part thereof is terminated either by CenturyLink for cause or by Customer for any reason other than cause after the BCD but prior to completion of the Professional Services under such SOW, then Customer shall be liable for: (a) an early termination charge equal to 50% of the NRC and MRC for any Tasks, as defined in the SOW, not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges).

3.2. "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.

3.3. 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.

3.4. 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.

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CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: 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 SG. Security services already provided by CenturyLink QCC under a separate Service Appendix are governed solely by the terms of such Service Appendix.
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 will 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: 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 will 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 SG, 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.

MASTER SERVICES AGREEMENT
EXHIBIT B-3
CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES

The services covered by this Service Schedule are the CenturyLink Cloud services provided by CenturyLink to Customer from time to time (collectively, "Cloud Services" or "Services") and included on <https://www.ctl.io> (the "Website") and the Client Management section of the Website (the "Control portal").

Notwithstanding anything to the contrary, the following terms will supplement the terms set forth elsewhere in the Agreement (including this Service Schedule) and in the event of a direct conflict with such terms, the terms set forth herein will govern with respect to the Cloud Services.

1. Additional Definitions.

"API" means a CenturyLink provided Application Programming Interface.

"Cloud Term Commit" means a minimum term commit greater than one (1) month *and* a minimum monthly revenue commit ("MMRC"). Any applicable Cloud Term Commit will be expressly documented in a Service Order. Customers may add/modify/disconnect individual Cloud Services at any time at will so long as the MMRC is met.

"Content" means Customer information or data that is stored, processed or transmitted through Customer's use of the Cloud Services.

"Managed Services" means certain usage based managed operating systems and/or managed applications, including web, middleware, database applications, that a Customer may elect to purchase via a 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 Control portal that includes the type and details of the specific Services ordered by Customer.

"Service Term Commit" means certain Cloud Services purchased by Customer with (a) an applicable service term designated on the applicable Service Order; and (b) a monthly recurring charge. No MMRC applies; provided however, early termination charges apply to any reductions or disconnections of Cloud Services subject to a Service Term Commit.

2. Control portal. Customer may access the Services via an API or the Control portal. CenturyLink may modify the Control portal or the APIs or may transition to new APIs at any time. Customer's use of the Control portal and/or APIs are governed by this Agreement.

3. Charges. New Services or new Service features may be added at any time, however, fees for new Services or Service features will not be effective until purchased by Customer. CenturyLink may materially increase fees for any existing individual Cloud Service or remove any material service offering by providing not less than 60 days' notice prior to the effective date of such increase and/or removal of material services by posting on the Website.

For avoidance of doubt, any Cloud Services subject to a Cloud Term Commit will be invoiced either (a) the MMRC if actual usage is less than the MMRC; or (b) the actual usage if actual usage is greater than the MMRC.

4. Term; Termination. The term of any individual Cloud Service not subject to a Cloud Term Commit or Service Term Commit will commence on the applicable BCD and will remain in effect for so long as Customer continues to access and use the Service (i.e. month to month). The term of any Cloud Service subject to a Cloud Term Commit or Service Term Commit will commence on the applicable BCD and will continue for the period set forth in the Service Order, at the conclusion of which 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. No automatic renewal under this paragraph 4 shall extend the Term of the Master Services Agreement.

Customer may terminate any individual Cloud Service (except for any Cloud Services subject to a Cloud Term Commit or Service Term Commit) at any time for any reason or no reason without liability for early termination charges. If the Agreement or any Cloud Service is terminated either by CenturyLink for cause or by Customer for any reason other than cause prior to the conclusion of the applicable Service Term Commit or Cloud Term Commit, then Customer will be liable for an early termination charge equal to 50% of the then current MRC or MMRC for the affected Cloud Services multiplied by the number of months remaining in the Service Term. Notwithstanding anything to the contrary in the Agreement, Customer must follow CenturyLink's termination procedures made available in the Control portal.

5. Billing Commencement Date. Notwithstanding anything to the contrary in the Agreement, the BCD for individual usage based Cloud Services or Cloud Services subject to a Cloud Term Commit is the date services are activated by CenturyLink and no Acceptance Period will apply. Except as may otherwise be set forth in the applicable Service Order, Cloud Services will be billed monthly in arrears.

6. Effect of Termination. Notwithstanding any notice of termination or discontinuance of use of the Cloud Services by Customer, CenturyLink will not deem any notice of termination effective and all applicable monthly recurring or usage based fees will continue to apply until Customer removes and/or deletes any and all Content. If, after a 30 day notice and cure period, Content is not deleted and/or removed, CenturyLink reserves the right to delete any and all Cloud Content without further obligation or liability to Customer.

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7. Data Preservation. In the event CenturyLink exercises its right to suspend Customer's access to Cloud Services, during the period of suspension (a) CenturyLink will not take any action to intentionally erase any Content; and (b) applicable charges, including storage charges but not usage charges, if any, will continue to accrue.

8. Security. Customer is solely responsible for properly configuring and using the Cloud Service and taking its own steps to maintain appropriate security, protection and backup of Content, which may include the use of encryption technology to protect Content from unauthorized access and routine archiving of Content. CenturyLink may assist with initial configuration and monitoring subject to the purchase of certain Managed Services. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce 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. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Service is used or accessed by Customer or its End Users.

9. Authorization. Customer agrees that: (a) it will provide accurate and complete information as requested by CenturyLink in connection with its registration for the Services; and (b) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorized to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account.

10. Proprietary Rights. CenturyLink grants Customer a limited, revocable, non-exclusive, non-sublicenseable, non-transferable and limited right to access and use the Cloud Services solely in accordance with the Agreement. Any software (including related documentation) that may be provided by CenturyLink or its third party licensors is neither sold nor distributed to Customer and may be used solely as part of the Cloud Services. As between CenturyLink and Customer, Customer exclusively owns all right, title and interest in and to Content. CenturyLink will not disclose, modify, or access the Content, except (a) if Customer expressly authorizes CenturyLink to do so in connection with Customer's use of the Services, including requests for support; or (b) as necessary to provide the Services to Customer or to prevent or address service or technical problems, or to comply with the Agreement; or (c) at the request of a governmental or regulatory body, subpoena or court order.

Customer may only use the Cloud Services to store, retrieve, query, serve, and execute Content that is owned, licensed or lawfully obtained by Customer.

In the event Customer elects, in connection with any of the Cloud Services, to communicate to CenturyLink suggestions for improvements to the Services ("Feedback"), CenturyLink will own all right, title, and interest in and to the same, even if Customer has designated the Feedback as confidential, and CenturyLink will be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns all right, title, and interest in and to the Feedback to CenturyLink and agrees to provide CenturyLink such assistance as it may require to document, perfect and maintain CenturyLink's rights to the Feedback.

11. Third Party Software. If Customer elects to use Customer provided and/or licensed software in connection with the Cloud Services or make such software available to other users of Cloud Services, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software.

12. Optional Services. Provided the Cloud Services are not terminated by CenturyLink for cause and subject to additional terms, Customer may request and CenturyLink may, upon payment by Customer of all applicable recurring monthly, transition and storage fees, provide post-termination Content retrieval and/or transition assistance for a period of up to 90 days ("Transition Assistance") so long as the request by Customer for Transition Assistance is made prior to the expected termination or expiration date of this Agreement. Transition Assistance may include, by way of example, transferring Content, Confidential Information and related information and materials to either Customer or its third party designee at Customer's expense. Except as provided in this Section, CenturyLink will have no obligation to continue to store Content after termination or to permit Customer to retrieve same.

13. Terms of Use, SLA Attachment and Supplemental Terms. Customer's use of Services hereunder is subject to acceptance by Customer of the terms of acceptable use available at <https://www.ctl.io/legal/aup> and the additional terms applicable to certain services and software available at <https://www.ctl.io/legal/supplementalterms>. These terms may be updated from time to time by CenturyLink upon notice to all customers by posting on the applicable Website. In addition, the SLA Attachment, as defined in the Agreement, applicable to the Service is available at <https://www.ctl.io/legal/sla>. CenturyLink may modify the SLA Attachment from time to time, effective upon posting.

**MASTER SERVICES AGREEMENT
EXHIBIT B-3
CENTURYLINK TS SERVICE EXHIBIT**

SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

The services covered by this Schedule are the Cloud Application Manager and/or CSP services provided by CenturyLink to Customer from time to time (collectively, "Cloud Application Manager Services" or "Services") and included on www.ctl.io (the "Website").

Notwithstanding anything to the contrary, the following terms shall supplement the terms set forth elsewhere in the Agreement (including this Schedule) and in the event of a conflict with such terms, the terms set forth herein shall govern with respect to the Cloud Application Manager Services.

1. Definitions:

"Cloud Application Manager" means an orchestration platform that enables the Customer to manage applications and infrastructure across the public and private cloud environments that a Customer may have via CenturyLink or their own agreement with a CSP. Cloud Application Manager also includes the ability to automate deployment of applications, enable cost and user governance, scaling and replicating across environments that are modeled in the platform.

"Cloud Application Manager Support" means the maintenance and support described in the applicable Service Guide.

"Cloud Service Provider" or "CSP" means a company offering a component of cloud computing (typically Infrastructure as a Service (IaaS) or Software as a Service (SaaS)) to businesses or individuals. Customer may (i) utilize certain CSP services as authorized and made available by CenturyLink via the Cloud Application Manager, and/or (ii) access a CSP's service via its own agreement with the CSP or as enabled by CenturyLink through the Cloud Application Manager.

"Cloud Application Manager Term Commit" means a minimum term commit greater than one (1) month and a minimum monthly revenue commit ("MMRC"). Any applicable Cloud Application Manager Term Commit shall be expressly documented in a Service Order. Customers may add/modify/disconnect individual Cloud Services at any time at will so long as the MMRC is met.

"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.

2. License Terms:

License Grant. CenturyLink hereby grants to Customer a nonexclusive, non-transferable, worldwide, subscription-based license to install, test, and use, the Cloud Application Manager, including embedded software components and use of all documentation associated therewith, but only for Customer's internal business operations. The license granted to Customer applies to both SaaS and virtual appliance versions of Cloud Application Manager. The license granted herein is conditioned upon payment of the subscription fees and compliance with the terms set forth herein and in the Agreement.

Notwithstanding anything to the contrary in the Agreement, CenturyLink reserves the right to make any updates, error corrections, bug fixes, and other modifications to the Cloud Application Manager at any time upon notice posted on the Website.

Ownership. Customer receives no rights to the Cloud Application Manager and any software or documentation other than those use rights specifically granted within this Service Schedule or other documents incorporated by reference herein. CenturyLink and its licensors own all right, title and interest in and to the software and the documentation including without limitation all copyright and other intellectual property rights therein. Nothing in these terms transfers to Customer any title to or any proprietary or intellectual property right in or to the Cloud Application Manager and any software, documentation, updates, modifications, or derivative works therefrom. Cloud Application Manager shall be deemed to be the Confidential Information of CenturyLink. Customer acknowledges that the Cloud Application Manager may contain software licensed from third parties. All rights in and to any such third-party software, data and servers are reserved by and remain with the applicable third parties.

3. Restrictions. Customer and End Users will not (a) modify, reverse engineer, decompile, disassemble, attempt to derive the source code, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law); (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer access to Cloud Application Manager and/or any third party provided software or applications to any third party; (c) make any copy of or otherwise reproduce any instance of Cloud Application Manager (or any of the browser screens comprising user interface) except for those copies necessarily made by the personal computer and Internet browser that are running Cloud Application Manager; (d) use the Cloud Application Manager in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the terms of this Service Schedule or the Agreement.

4. Customer Obligations. Customer will be solely responsible for any infrastructure, software and/or connectivity required to access and/or use the Service, including providing and maintaining up to date hardware, computers, software, and communications capabilities. Customer's failure to meet the responsibilities in this section may forfeit the SLA or result in CenturyLink's inability to provide

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the Service(s) to Customer.

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

5. Billing Commencement Date or BCD. Notwithstanding anything to the contrary in the Agreement, the BCD for Cloud Application Manager Services is the date Services are activated by CenturyLink and no Acceptance Period shall apply. Except as may otherwise be set forth in the applicable Service Order, Cloud Application Manager Services will be billed monthly in arrears.

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

7. Term; Termination. The term of any Cloud Application Manager Service not subject to a Cloud Application Manager Term Commit will commence on the applicable BCD and will remain in effect for as long as Customer continues to access and use the Service (i.e. month to month). For avoidance of doubt a month to month term is not subject to auto renewal terms of greater than one month nor shall a one month term be considered an "Initial Term" for purposes of the Agreement. The term of any Cloud Application Manager Service subject to a Cloud Application Manager Term Commit will commence on the applicable BCD and will continue for the period set forth in the Service Order. Notwithstanding anything to the contrary, at the conclusion of the committed term, the Services will renew on a month to month term at then current service rates unless Customer requests a new Cloud Application Manager Term Commit on a new and separate Service Order. If the Agreement or any Cloud Application Manager Service is terminated either by CenturyLink for cause or by Customer for any reason other than cause prior to the conclusion of an applicable Cloud Application Manager Term Commit, then Customer shall be liable for an early termination charge equal to 50% of the then current MMRC for the affected Cloud Application Manager Services multiplied by the number of months remaining in the service term.

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

8. 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, authorized users 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.

9. Cloud Service Provider. In addition to the terms identified in the Cloud Application Manager Supplemental Terms, the following provisions shall apply if Customer elects to purchase CSP services from CenturyLink.

CenturyLink is an authorized reseller for the CSPs authorized and enabled herein (a current list of CSPs available for resale is identified in the Service Guide). CenturyLink will bill Customer for use of CSP services and provide the support described in the Service Guide. The terms and conditions herein and the license terms required to be agreed between the applicable CSP and Customer (as identified on the Website) govern your access to and use of the CSP Services. In no event will CenturyLink provide CSP Services without the Customer first having agreed to the terms as required by the applicable CSP.

CenturyLink's enablement of any CSP provided cloud service is subject to and contingent upon acceptance by the applicable CSP. Customer authorizes CenturyLink to collect and share certain Customer information with partner CSPs for the purposes of assistance in setting up accounts, complying with CSP license terms and/or in connection with monitoring for and responding to misuse or suspected misuse of the Services by Customer. The information required to be collected and shared by CenturyLink may vary by CSP. CenturyLink, on behalf of itself or an applicable CSP, reserves the right to immediately suspend or terminate the Services (and availability of any CSP offering) upon notice in the event CenturyLink (or the CSP) reasonably determines, becomes aware of or suspects misuse of the Services (or CSP offering) by Customer, if any use or action or suspected use or action exposes or threatens to expose CenturyLink (or the CSP) to liability, obligation, security risk, violation of law or breach of its underlying agreement with the applicable CSP.

CenturyLink shall have no liability for any credits and/or any damages whatsoever arising from or related to the services provided by a CSP or any failure, interruption, suspension or termination of services provided by a CSP or any failure of security standards implemented by a CSP. If Customer purchases CenturyLink's CenturyLink Cloud Services (i.e. CenturyLink is the CSP) CenturyLink's obligations are

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governed solely by the terms and conditions of the applicable Schedule. Customer's sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP. Notwithstanding anything to the contrary in this Schedule or the Agreement, CenturyLink shall not be obligated to indemnify Customer for any reason including for any claims for damages, liabilities, credits or expenses arising from, related to or alleged to have been caused by the performance or nonperformance of services by a CSP, the negligence or willful misconduct by a CSP or for any interruption, failure or termination of services provided by a CSP.

10. Authorized Users. Customer agrees to safeguard the Cloud Application Manager so as to ensure that no unauthorized person will have access to it or allow access beyond the authorized number of subscribers, and that no persons authorized to have access will make any unauthorized use. Customer will promptly report to CenturyLink any unauthorized use of the Cloud Application Manager of which Customer becomes aware and will take such further steps as may reasonably be requested by CenturyLink or an applicable CSP to prevent unauthorized use thereof.

11. Feedback. In the event Customer elects, in connection with any of the Cloud Application Manager Services, to communicate to CenturyLink suggestions for improvements to the Service ("Feedback"), CenturyLink shall own all right, title and interest in and to the same, even if Customer has designated the Feedback as confidential, and CenturyLink shall be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns all right, title, and interest in and to the Feedback to CenturyLink and agrees to provide CenturyLink such assistance as it may require to document, perfect and maintain CenturyLink's rights to the Feedback.

12. Intentionally Deleted

13. Third Party and other Software. If Customer elects to use Customer provided and/or licensed software in connection with the Cloud Application Manager Services, Customer is solely responsible for (i) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (ii) ensuring adherence to current technical documentation, up to date versions, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems are up to date and supportable. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink shall have no liability therefrom. In addition, CenturyLink reserves the right to require an upgrade or migration, the purchase of additional services and/or additional charges at its discretion for continued use of software that does not comply with the above requirements.

Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) of the Customer for the sole purpose of: (i) fulfilling its obligations under the Agreement; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for the purposes identified herein.

14. Audit Rights. Customer will retain records and supporting documentation sufficient to document its compliance with this Agreement, including usage of the Service and the fees payable for the Cloud Application Manager during the term of the applicable Agreement and for at least three years following the end of such term. With no less than 10 days prior written notice, Customer will provide to CenturyLink's employees or agents ("Auditors") access during normal business hours to Customer's records and documentation necessary and/or appropriate for the purpose of determining compliance with this Agreement, including whether calculations of the fees payable under this Agreement are accurate and in accordance with the Agreement (an "Audit"). Customer will use commercially reasonable efforts to assist such Auditors in connection with such Audits. CenturyLink will provide a copy of their final report to Customer. If any audit reveals non-compliance by Customer and/or unpaid fees, Customer shall promptly remediate the non-compliance and pay such unpaid fees. CenturyLink may exercise its rights under this section any time it, its vendors or any CSP has a good faith reason to believe that Customer or its representatives are in violation of its obligations under the Agreement or using Services in any manner that may adversely impact CenturyLink or its applicable vendors. In addition, CenturyLink may further exercise its rights under this section for any other reason at any other time not to exceed once every 12-month period. Customer is responsible of reimbursing CenturyLink for all reasonable and appropriate out-of-pocket costs incurred in connection with the applicable audit. This section is not deemed a waiver of CenturyLink's right with respect to any remedies or rights under any applicable termination section.

15. Export Control. Customer will obey and comply with any and all applicable United States laws, rules, and regulations governing the export of Cloud Application Manager.

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

**MASTER SERVICES AGREEMENT
EXHIBIT B-4
DDoS MITIGATION SERVICE EXHIBIT**

1. General. CenturyLink Communications, LLC ("CenturyLink") will provide DDoS Mitigation Service ("Service") under the terms of the Master Services Agreement between Customer and CenturyLink 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 IQ[®] Networking Internet Port or CenturyLink-provided 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 establish baselines for normal traffic patterns. Once baselines are established, CenturyLink will determine if an Event is taking place. If Events are determined to be Incidents, CenturyLink will 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

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attack to law enforcement as required by law. "Content" means information about Customer's IP-network traffic, including header and 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

MASTER SERVICES AGREEMENT
EXHIBIT B-4
DDoS MITIGATION SERVICE EXHIBIT

providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

8. AUP. All use of the Services must comply with the AUP, posted at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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

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.

**MASTER SERVICES AGREEMENT
EXHIBIT B-4
DDoS MITIGATION SERVICE EXHIBIT**

**DDOS MITIGATION SERVICE
PRICING ATTACHMENT**

1. Pricing.

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

CenturyLink IQ Networking Internet Port Maximum Bandwidth*	Service Term	MRC
4 – 10 Gbps	12 months	\$4,975.00
4 – 10 Gbps	36 months	\$4,375.00

* Available with Internet Ports only.

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

[Reserved]

* Available with Internet Ports only.

**MANAGED SERVICES AGREEMENT
EXHIBIT B-5
IT SERVICES EXHIBIT**

1. IT Services. CenturyLink Communications, LLC ("CenturyLink"), unless otherwise specified in the SOW, will provide IT Services under the terms of the Agreement, this Service Exhibit, statements of work ("SOW"), and any other service orders or documents that are attached or expressly incorporated herein. If a conflict exists among provisions within the Agreement, the order of priority will be as follows: this Service Exhibit, then the Agreement and then an SOW. By mutual agreement, the parties may from time to time execute additional SOWs pursuant to this Agreement. CenturyLink will not be bound by any SOW until it is executed by CenturyLink.

1.1 Change Orders. Customer's request for any material change to an applicable SOW, including by way of example requests for changes in project plans, scope, schedule, designs, or other requirements, must be in writing. CenturyLink will not be obligated to perform any tasks described in Customer's change request until the parties agree in writing to the proposed change and any corresponding change to the fees due under the applicable Statement of Work (a "Change Order").

1.2 Customer Responsibilities. In addition to those activities identified in the Statement of Work as the responsibility of Customer, Customer shall provide CenturyLink cooperation and assistance as CenturyLink reasonably requests. If Customer fails to perform its obligations under this Agreement or the applicable SOW, CenturyLink will be excused from performing the IT Services, to the extent contingent on Customer's performance, until Customer's obligations are performed and CenturyLink will be entitled to an extension of time to complete the IT Services and an adjustment of the charges, including charges for any additional time required to complete the IT Services arising from Customer's failure to comply with this section.

1.3 Acceptance. Absent more specific acceptance criteria identified in an applicable SOW, Customer shall have three (3) business days after commencement of work or delivery of final tasks or Deliverables to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the deficiency in IT Services to the reasonable satisfaction of CenturyLink. The IT Services 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 IT Service deficiency and provide Customer notification of such remedy, at which time a new Acceptance Period shall begin. CenturyLink will delay billing until accepted in accordance with this provision.

2. Term. The term of the Service Exhibit will commence on the Effective Date and continues until the expiration of the last applicable SOW unless earlier terminated as provided in the Termination section (the "Term").

3. Charges; Payment. Subject to the Acceptance section above, the billing commencement date ("BCD") for the IT Services is the date CenturyLink begins performing the IT Services or as specified in the SOW. All charges and any progress payments will be invoiced at the time described in a SOW. In addition to the IT Service charges, Customer will (a) pay all applicable Taxes, and (b) reimburse CenturyLink for all costs and expenses, including CenturyLink's reasonable travel and living expenses and third party charges, incurred in performing its obligations hereunder. All costs and expenses incurred by Customer in connection herewith are the sole responsibility of Customer. Except with respect to properly disputed invoices, CenturyLink shall be entitled to withhold performance and discontinue IT Services until all amounts due are paid in full.

4. Termination. Either party may terminate the Service Exhibit or an SOW upon 30 days prior written notice for Cause. Unless otherwise set forth in an SOW, if Customer terminates all or part of an 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. If an SOW or a part thereof is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause after the BCD but prior to completion of the IT Services under such SOW, then unless otherwise set forth in the SOW Customer shall be liable for: (a) an early termination charge equal to 50% of the NRC and MRC for any tasks, Deliverables or work not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink. Customer will remain liable for charges accrued but unpaid as of the termination date.

5. Performance Warranty; Disclaimer of Warranties. Commencing upon acceptance or deemed acceptance of the IT Services, CenturyLink represents and warrants that the IT Services will be performed in a professional and workmanlike manner during the term of the applicable SOW. Any performance standards and any remedy for breach of the foregoing warranty will be as set forth in the SOW. THE IT SERVICES, INCLUDING ANY DELIVERABLE AND ANY OPEN SOURCE SOFTWARE, ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. ANY OPEN SOURCE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) ANY IT SERVICE OR ANY DELIVERABLE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER, (B) ALL ERRORS CAN BE CORRECTED, OR (C) THAT OPERATION OF THE DELIVERABLES AND IT SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

6. Limitations of Liability. The limitation of liability provisions of the Master Services Agreement shall govern any claims arising under this Agreement.

7. IP Indemnification. Any provisions relating to intellectual property infringement under the Agreement will not apply to this Service Exhibit, and the following provisions of this section will apply instead.

7.1 Software Deliverables. CenturyLink will defend at its expense any suit brought against Customer and will pay any settlement CenturyLink makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party

**MANAGED SERVICES AGREEMENT
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IT SERVICES EXHIBIT**

alleging that the Software Deliverables infringe or misappropriate any third party's US copyright, trademark or trade secret, as recognized under the Uniform Trade Secrets Act. CenturyLink's obligation as set forth in the foregoing sentence is expressly conditioned upon each of the foregoing: (i) Customer shall promptly notify CenturyLink in writing of any threatened or actual claim or suit; (ii) CenturyLink shall have sole control of the defense or settlement of any claim or suit; and (iii) Customer shall cooperate with CenturyLink to facilitate the settlement or defense of any claim or suit. If any portion of the Software Deliverables becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink may, at CenturyLink's option: (a) procure for Customer the right to continue using the Software Deliverables; (b) replace the applicable portion of the Software Deliverables with non-infringing materials which do not materially impair the functionality of the Software Deliverables; (c) modify the Software Deliverables so that they become non-infringing, or (d) if options (a), (b) and (c) are not commercially practicable, refund the amount paid for the Software Deliverables. Upon notice that neither (a), (b) nor (c) is practicable, Customer will immediately cease all use of the Software Deliverables. Notwithstanding the foregoing, CenturyLink shall have no obligation under this subsection or otherwise with respect to any infringement claim based upon any application program interface ("API") not developed by CenturyLink. This subsection states the sole and exclusive remedy of Customer and the entire liability of CenturyLink and each of its officers, directors, employees, shareholders, contractors or representatives in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services or Deliverables provided under this Agreement.

7.2 CenturyLink Technology. CenturyLink will defend at its expense any suit brought against Customer and will pay any settlement CenturyLink makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party alleging that any CenturyLink Technology incorporated into a Deliverable infringes or misappropriates any third party's US patent, copyright, trademark or trade secret, as recognized under the Uniform Trade Secrets Act. CenturyLink's obligation as set forth in the foregoing sentence is expressly conditioned upon each of the foregoing: (i) Customer shall promptly notify CenturyLink in writing of any threatened or actual claim or suit; (ii) CenturyLink shall have sole control of the defense or settlement of any claim or suit; and (iii) Customer shall cooperate with CenturyLink to facilitate the settlement or defense of any claim or suit. If any portion of the CenturyLink Technology incorporated into a Deliverable becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink may, at CenturyLink's option: (a) procure for Customer the right to continue using the CenturyLink Technology; (b) replace the applicable portion of the Deliverable with non-infringing materials which do not materially impair the functionality of the Deliverable; (c) modify the Deliverable so that it becomes non-infringing, or (d) if options (a), (b) and (c) are not commercially practicable, refund the amount paid for the Deliverable. Upon notice that neither (a), (b) nor (c) is practicable, Customer will immediately cease all use of the affected Deliverable. Notwithstanding the foregoing, CenturyLink shall have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any use of the Deliverables not in accordance with this Agreement or as specified in the applicable documentation; (x) the combination, use or operation of the Deliverables in combination with any third party products, equipment, software or data; (y) any modification of the Deliverables by any person other than CenturyLink, or (z) any API not developed by CenturyLink.

7.3 This IP Indemnification section states the sole and exclusive remedy of Customer and the entire liability of CenturyLink and each of its officers, directors, employees, shareholders, contractors or representatives in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services or Deliverables provided under this Agreement.

8. Intellectual Property.

8.1 Ownership of Technology. Except for the rights expressly granted in this Service Exhibit, nothing herein or in any SOW transfers 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. 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 in this Service Exhibit.

To the extent required by CenturyLink in an SOW to provide the IT Services (including support of IT Services) under this Service Exhibit, Customer hereby grants to CenturyLink a non-exclusive, non-transferable, royalty-free license to use Customer Technology. The license granted in this section includes the right of CenturyLink to sublicense Customer Technology to its subsidiaries and Affiliates and any third parties providing all or part of the IT Services on behalf of CenturyLink to achieve the foregoing. All right, title and interest in and to any Customer Technology furnished by Customer for use by CenturyLink under this Service Exhibit will remain solely with Customer, its Affiliates and their licensors.

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.

8.2 Ownership of Customer Data. Customer will retain sole and exclusive ownership of all Customer data. Upon request by Customer at any time during the Term and upon expiration or termination of this Service Exhibit, CenturyLink will (a) promptly return to Customer, in the format and on media mutually agreed by the parties, all Customer data (or such portion of Customer data as requested by Customer) and (b) erase or destroy all or any part of Customer data in CenturyLink's possession, in each case to the extent so requested by Customer. CenturyLink may use any archival tapes containing Customer data only for back-up purposes. CenturyLink will not withhold any Customer data as a means of resolving any dispute. CenturyLink shall not disclose any personally identifiable information related to Customer's clients or administrators (employees, agents, etc) to any third party. Customer represents and warrants that any and all Customer data provided to CenturyLink as part of the Services shall not (a) infringe or misappropriate any third party's recognized intellectual property rights; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes; or (d) otherwise violate the rights of any third party. In addition, Customer represents and warrants that it shall keep, back up and maintain its own copy of all materials and information, including Customer data that is provided

**MANAGED SERVICES AGREEMENT
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or made available to CenturyLink, and further, that Customer will encrypt any Customer data that is provided or made available to CenturyLink.

8.3 Third-Party Contractors. Subject to the terms and conditions of this Agreement, including the Competitor exception below, Customer may authorize any Third-Party Contractor to use Deliverables that contain CenturyLink Technology, if any, solely for Customer's internal business purposes within the scope of the license to the CenturyLink Technology as provided in the Ownership of Technology section above. Such Third-Party Contractors are entitled to use Deliverables that incorporate CenturyLink Technology only for and on behalf of Customer. Customer shall ensure that any such Third-Party Contractor is informed of this Agreement and will comply with the terms and conditions herein, including the terms governing Confidential Information, to the same extent as if the Third-Party Contractor were an employee of Customer. Customer will not make Deliverables that contain CenturyLink Technology available to any Competitor. If Customer makes Deliverables that include any CenturyLink Technology available to a Competitor, whether in connection with a Change of Control of Customer or otherwise, CenturyLink may terminate the license granted to Customer in the Ownership of Technology section above immediately upon notice to Customer.

8.4 Ownership of Deliverables.

(a) Software Deliverables. Effective at the time CenturyLink receives full and final payment for a Software Deliverable, CenturyLink: (a) assigns to Customer all right, title and interest, including all intellectual property rights, in such Software 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, perpetual (so long as Customer is not in breach of this Agreement) license to use any CenturyLink Technology incorporated into the Software Deliverable as may be necessary to use the Software Deliverable as intended under the applicable SOW.

(b) Other Deliverables. CenturyLink retains ownership of all intellectual property rights in Other Deliverables. Effective at the time CenturyLink receives full and final payment for an Other Deliverable, CenturyLink grants to Customer a non-exclusive, non-transferable, royalty-free, perpetual (so long as Customer is not in breach of this Agreement) license to use such Other Deliverable (and any CenturyLink Technology incorporated therein) solely for purposes of operating its internal business (and not, for example, for purposes of commercialization).

8.5. Freedom of Action. Nothing herein precludes CenturyLink from developing, marketing, and distributing any software or integration code or performing any services similar to the IT Services for itself or for any third party, provided that CenturyLink is in compliance with its obligations of confidentiality under the Agreement.

9. Non-solicitation. During the Term of this Service Exhibit and for a period of twelve (12) months thereafter, each party agrees that it shall not directly or indirectly Solicit any Assigned Personnel either to accept employment or a consulting or contractor relationship directly with it or to terminate his or her employment, agency or other relationship with the other party, unless it first obtains the other party's prior written consent. For purposes of this paragraph, "Solicit" means any intentional contacts with Assigned Personnel, regardless of who (*i.e.*, the party to this Agreement or the Assigned Personnel) initiates the contact, that relates to the acceptance or termination of employment. "Assigned Personnel" means the employees, consultants and contractors of the other party who are either (i) assigned by CenturyLink to perform Services under an SOW, or (ii) assigned by Customer to directly manage the Services under an SOW. The foregoing will not prohibit a party from placing any form of general advertisement for a position that it may have available, even if an employee of the other party responds to such advertisement and accepts the position, so long as the advertisement is not specifically directed to that employee or any of the other party's employees.

10. Definitions.

"CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer data), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the term of the Agreement. Regardless of whether so marked or identified, (a) all CenturyLink Technology and all enhancements and improvements thereto, will constitute the exclusive property and Confidential Information of CenturyLink.

"Change of Control" means the occurrence of any of the following events: (a) any consolidation or merger of a party with or into any other entity in which the holders of such party's outstanding shares immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain stock representing a majority of the voting power of the surviving entity or stock representing a majority of the voting power of an entity that wholly owns, directly or indirectly, the surviving entity; (b) the sale, transfer or assignment of securities of a party representing a majority of the voting power of all of such party's outstanding voting securities to an acquiring party or group; or (c) the sale of all or substantially all of a party's assets.

"Competitor" means a Third-Party Contractor that is one of CenturyLink's competitors for the IT Services to be provided to Customer under the Agreement.

"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 the Agreement. Regardless of whether so marked or identified, all Customer

**MANAGED SERVICES AGREEMENT
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Technology and all enhancements and improvements thereto will constitute the exclusive property and Confidential Information of Customer.

“Deliverables” means, together, the Software Deliverables and the Other Deliverables.

“IT Services” means the professional, consulting, analytical, design and/or technical services provided by CenturyLink to Customer pursuant to a relevant SOW.

“Open Source Software” means any software that requires as a condition of use, modification or distribution that the software or any other software incorporated into, derived from or distributed with such software be: (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) licensed or redistributed at no charge.

“Other Deliverables” means any items developed by CenturyLink solely and uniquely for Customer (other than Software Deliverables), as specifically described and designated as a Deliverable in a Statement of Work.

“Software Deliverables” means any software developed by CenturyLink solely and uniquely for Customer, as specifically described and designated as a Deliverable in a Statement of Work

“Third-Party Contractor” means any third-party contractor of Customer.

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 2018 Century Link

I. PRIMARY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands)	\$100, \$500, \$100
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1. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit	\$1,000
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The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Technology Errors & Omissions

Minimum Limits of Liability (In Thousands)

Per Occurrence	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
2. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
3. Policies written on a claims made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under the Contract is completed.
4. Coverage for advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

Cyber Liability

Minimum Limits of Liability (In Thousands)

Per Occurrence	\$1,000
Aggregate	\$1,000

This policy must provide the following:

1. Coverage for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.

5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent or Century Link shall give notice to the Department of Aviation in accordance with policy provisions.

**MASTER SERVICES AGREEMENT
EXHIBIT D
CENTURYLINK SUBCONTRACTORS**

In accordance with Section 9.A of the Agreement, CenturyLink is using the following subcontractors to assist with performing the Services:

Fujitsu Global
Tellabs, Inc.
Servitech, Inc
Power Product Services
Emerson Network Power / Vertiv