

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **CenturyLink Sales Solutions, Inc.** a Delaware corporation, as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement, registered to do business in Colorado, whose address is 100 CENTURYLINK DRIVE, Monroe, Louisiana, 71203 ("Contractor" or "CenturyLink"), jointly "the parties."

RECITALS

WHEREAS, the City is desirous of engaging a Contractor to aid the City in telephony, telecommunications and internet services; and

WHEREAS, the Contractor has agreed to provide those services under the terms and conditions as set out below.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The recitals set forth above are incorporated herein.

- 1.1 **1. DEFINITIONS.** Whenever used in this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used. "**Agreement**" means this Professional Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents attached hereto or incorporated by reference between the City and Contractor, Contract Number 202158395.
- 1.2 "**City Data**" means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to City's use of Contractor services.
- 1.3 "**Deliverable**" means the Products or services or documents or tangible work products described in an Order Form or Statement of Work to be provided to the City by Contractor or the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's work that is intended to be delivered to the City by Contractor under this Agreement.
- 1.4 "**Documentation**" means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the services; (b) all user, operator, system

administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor; (c) any responses from Contractor to Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and any document which purports to update or revise any of the foregoing; (d) work set out in a Statement of Work; and (e) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City or as required to be produced by Contractor subject to the terms of this Agreement. .

- 1.5 **"Effective Date"** means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an order form, service schedule or similar exhibit.
- 1.6 **"Equipment"** means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Contractor under this Agreement.
- 1.7 **"Error"** means any defect, problem, condition, bug, or other partial or complete inability of a Product to operate in accordance with the applicable Specifications.
- 1.8 **"On-Call"** means any professional services performed in addition to those set out in a Statement of Work, performed pursuant to a mutually agreed upon Order, at hourly rates set out in this Agreement.
- 1.9 **"Order Form"** means a quote in the form attached hereto as an Exhibit or a Contractor-provided order form, setting forth certain Products and/or services to be provided pursuant to this Agreement. Any reference to an "Order Form" in this Agreement includes Products and/or services purchased by City pursuant to Contractor's online ordering process. As applicable, Statement of Work may be synonymous with Order Form in this Agreement.
- 1.10 **"Product(s)"** means software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.
- 1.11 **"Protected Information"** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under §24-72-101 et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information.
- 1.12 **"Project Manager"** means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement.

- 1.13 **“RFP Response”** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP") titled 29189Q Request for Proposal Telecommunications Services.
- 1.14 **“Services”** means the products and services purchased from Contractor under the Agreement.
- 1.15 **“Specifications”** means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Acceptance Criteria, Order Forms, Documentation, Contractor's representations, Contractor's proposal, Statement of Work, and the City's Request for Proposals.
- 1.16 **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the work or the Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.
- 1.17 **“Third Party”** means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.
- 1.18 **“CenturyLink QCC”** means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term “CenturyLink QCC” refers to the former “d/b/a CenturyLink QCC” company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.
- 1.19 **“RSS”** means as applicable CenturyLink QCC's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink QCC's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink QCC's Interstate RSS, and at http://www.centurylink.com/tariffs/fcc_qc_acc_rss_no_1.pdf for CenturyLink QC's Interstate RSS.
- 1.20 **“Tariff”** includes as applicable: CenturyLink QCC or CenturyLink QC FCC #1state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.
- 1.21 **“Tech Pub”** means the technical publication specific to each CenturyLink QC service, all of which are located at <http://www.centurylink.com/techpub/>. Each

CenturyLink QC Service Exhibit stipulates the Tech Pub that applies to that service, if any.

2. RIGHTS AND LICENSE IN AND TO DATA

- 2.1 The parties agree that as between them, all rights in and to City Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 2.2 This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3. DATA PRIVACY

- 3.1 Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and will not share City Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City or as required for Contractor perform under this Agreement, maintain customary business records, and provide, manage, and secure the Services.
- 3.2 Contractor will provide access to City Data only to those Contractor employees, contractors ("Contractor Staff") who need to access the City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, Contractor Staff who perform work under this Agreement have successfully completed Contractor's mandatory annual instruction on privacy and information security designed to enable them to effectively comply with all data protection provisions of this Agreement Contractor will require Subcontractors with access to City Data, if any, to impose requirements substantially similar to the foregoing on its relevant employees and contractors.
- 3.3 Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work, but shall restrict access to Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors agree to binding nondisclosure obligations regarding customer confidential information, in accordance with the requirements

Contractor uses to protect its own confidential information, which shall be no less than generally accepted industry standard in substance and scope.

4. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES**. Contractor will comply with all applicable laws in performing the services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.

4. **WARRANTIES, REPRESENTATIONS AND COVENANTS** Contractor represents and warrants that:

- 4.1 The services will conform to applicable specifications set forth in this Agreement, and operate and produce results substantially in accordance with the Documentation, SLAs and the Exhibits attached hereto during the Term of this Agreement.
- 4.2 All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- 4.3 Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City or pass through, as applicable, all necessary usage rights with respect to the software and Services.
- 4.4 Third Party Warranties and Indemnities. Contractor will assign or pass through to City all Third Party warranties and indemnities that Contractor receives in connection with any products provided to City to the fullest extent permitted by such Third Party and any applicable agreement Contractor may have with a Third Party governing such rights. To the extent that Contractor is not permitted to assign or pass through any applicable warranties or indemnities through to City, Contractor agrees to enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 4.5 Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.
- 4.6 Delivery of Products shall not be construed to represent Acceptance nor shall Delivery of Products relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment for a Product prior to Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

4.7 **DISCLAIMER OF WARRANTIES.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT

5. **COLORADO OPEN RECORDS ACT.** The parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor may intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

6. **BEA SIGNATURE REQUIREMENT WAIVER:** Upon written notice to the City's Technology Services, Service Delivery Team by the Contractor, Contractor shall be entitled to enter upon City owned property, without further authorization or signature requirement, for installation and maintenance of Contractor's equipment for the duration of this Agreement. Contractor shall coordinate entry activities with the City's Technology Services, Service Delivery Team prior to any work taking place on the City property.

7. **TERM:** The term of this Agreement shall commence October 1, 2021 and shall terminate August 1, 2026, thereafter unless extended in accordance with the terms of the Agreement (the "Term").

7.1 **Survivability:** The term of all Services shall survive beyond the termination of the Agreement for twenty-four (24) months following the last Start of Service Date, unless terminated earlier pursuant to the provisions of this Agreement. All representations and warranties made by the parties under this Agreement applicable to the Service shall survive the expiration or termination of this Agreement.

8. **COMPENSATION AND PAYMENT:**

- 8.1 Fees: The fees for the technology related services is described in the attached Exhibits Order Form (the "Fees"). The Fees, and any resulting late fees, shall be paid pursuant to the City's Prompt Payment Ordinance.
- 8.2 Contractor agrees to quote pricing on future services to the City of Denver that is better than or equal to retail pricing available for similarly situated customers from an entity, volume, services, and cost perspective.
- 8.3 Reimbursement Expenses: The fees specified above include all reimbursement expenses, and no other reimbursement expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s), unless the parties agree in an applicable Statement or Work or Order Form or an amendment to this Agreement.
- 8.4 Invoicing: Contractor must submit invoices in a format and with a level of detail reasonably acceptable to the City, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.
- 8.5 Onsite Accountant Services: CenturyLink will continue to provide the City an account consultant two days a week. Continue to provide the City with moderately complex to complex sales/billing support. The Account Consultants function is to:
- Consultant will verify billing accuracy of all lines of billing and work to resolve and track discrepancies, credits and billing errors (MOE, SIP, LD, SD)
 - Prepare consolidated, specialized billing by individual address of all Service Description billing sites (currently over 240) and deliver email copy of bill to Technology Services account team before the 20th of every month in PDF format
 - SD billing to include summary of all sites/charges and remit to page
 - Consultant may be asked to come to WMB building to assist with complex billing issues, credits, past due notices, changes, new accounts, service address and billing address tracking.
 - Consultant must be experienced in SD consolidated billing as it exists currently
 - Consultant required to be proficient in all Cent Link legacy billing systems to add value to account team and assist with historical investigation into billing issues
 - Consultant to assist with on boarding new City sites and set up 1st bill
 - Consultant to track all major billing fluctuations (over \$150 per site/per month) and advise TS account team when appropriate

- Consultant to assist TS with Control Center admin function, light training, new account set ups
- Consultant to ensure that orders are completed as ordered and perform first bill reviews

CenturyLink uses a variety of billing systems to provide billing analysis and management support between order entry, bill production and accounts receivable applications and to produce on time and accurate billing. CenturyLink also has implemented a pre-bill review process with the City to ensure accurate billing from all billing platforms and work with order entry and account consultants to verify the charges prior to the invoices being distributed.

8.6 Maximum Agreement Liability:

8.6.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THIRTY MILLION DOLLARS** (\$30,000,000.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.

8.6.2 The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

8.7 **Denver Affiliate Entity Purchase.** Any Denver affiliated entity, such as the Denver Public Library, the Denver Art Museum, the Denver Zoo, or other cultural or scientific entity closely associated with the City and County of Denver ("Denver Affiliated Entity") may purchase Services under the terms of this Agreement. In order to purchase such Services, the City Agency will complete and execute a Participating Addendum, to be agreed upon by CenturyLink and the Denver Affiliated Entity. Such Denver Affiliate Entity will be financially responsible for its use of the Services and will be excluded from the Maximum Agreement Amount described in Section 9.4.1

9. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the

City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

10. TERMINATION:

- 10.1 The City has the right to terminate the Agreement with or without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the date specified in City's notice that services are terminated.
- 10.2 Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business.
- 10.3 Upon termination of the Agreement by the City for cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- 10.4 Any services ordered by the Customer on or before the effective date of this Agreement will be exempt from termination liability. All services ordered after the effective date of this Agreement and subsequently terminated are subject to the termination liability outlined in the applicable Service Exhibit or Attachment.

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

violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

12. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party 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 the Agreement shall be deemed or taken to be a waiver of any other breach.

13. **INSURANCE:**

- 13.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. 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. Each policy shall require notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- 13.2 **Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the memorandum of insurance attached as Exhibit B, , complies with all insurance requirements of this

Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- 13.3 Additional Insureds: 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.
- 13.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City, for losses caused by and to the extent of the Contractor's negligence.
- 13.5 Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 13.6 Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 13.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate, (if applicable) and \$2,000,000 policy aggregate.
- 13.8 Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 13.9 Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security,

privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

14. DEFENSE AND INDEMNIFICATION:

- 14.1 Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees ("Indemnified Parties") for, from and against all liabilities, claims, judgments, suits or demands filed against City for death or bodily injury of any person or damages to tangible personal property directly arising out of, resulting from, or relating to the work performed by Contractor 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.
- 14.2 Contractor's duty to defend and indemnify City pursuant to this Section is contingent upon City: (i) providing prompt notice of such Claim to Contractor in writing. 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.
- 14.3 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.
- 14.4 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.
- 14.5 **LIMITATION OF LIABILITY** EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE

FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY ORDER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH RESPECT TO ANY SERVICE-RELATED CLAIM BY CITY FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE CITY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN CONTRACTOR'S APPLICABLE TARIFF, SERVICE ATTACHMENT OR SERVICE LEVEL AGREEMENT FOR THE AFFECTED SERVICE; OR (B) IF NO APPLICABLE TARIFF, SERVICE ATTACHMENT OR SERVICE LEVEL AGREEMENT EXISTS, THEN THE TOTAL MRCS OF USAGE CHARGES UNDER THE AGREEMENT FOR THREE TIMES THE TWELVE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. THE TOTAL AGGREGATE LIABILITY FOR CONTRACTOR WILL NOT EXCEED THREE TIMES THE TOTAL MRCS AND USAGE CHARGES PAID BY THE CITY TO THE CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM (EACH A "DAMAGE CAP").

- 14.6 The following language is applicable only to the following Service Exhibits: CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY LUMEN, CISCO WEBEX CALLING DELIVERED BY CENTURYLINK, DOMESTIC VOICE, CENTURYLINK HOSTED VOIP AND CENTURYLINK IQ SIP TRUNK, and LUMEN MANAGED UC&C CLOUD. The City will initial and acknowledge the Access to Emergency Response Services Sections on the applicable Service Exhibits.

Access to Emergency Response Services.

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

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

14.6.1 Emergency Calling Capability and City's Obligations and Acknowledgement of Limitations. City will ensure that user locations are current by providing address information (also known as automatic location

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

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

14.6.2 Disclaimer.

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

15. INTELLECTUAL PROPERTY.

- 15.1 Contractor shall defend City and its affiliates against any third party claim filed against City and alleging that a Service, as provided by Contractor, currently or prospectively infringes any patent, copyright, trademark, service mark, trade secret or other intellectual property right ("IP Right") of such third party; provided however, the foregoing will not apply to any claim based on: (i) the combination of Service with other products, services or functionality not approved by Contractor, (ii) Contractor's design or modification of a Service in accordance with City's specific instructions, specifications or requirements; (iii) use or operation by or on behalf of City of a Service other than in accordance with this Agreement or other written documentation provided by Contractor; (iv) content, data, or other information provided by or on behalf of City ("City Content"). Contractor will also pay any costs of settlement or any damages, expenses or costs finally awarded by a court of competent jurisdiction against City and payable to such third party as a result of such third party claim, except that Contractor will have no liability or responsibility hereunder for any measure of costs or damages calculated upon City's revenue or sales volume. Contractor's obligations under this section are contingent upon City: (i) providing prompt notice of such claim to Contractor in writing, (ii) providing Contractor with sole control and authority over the defense and/or settlement of such claim, and (iii) cooperating with Contractor (at Contractor's expense) in the defense and/or settlement of such claim upon Contractor's written request. If a claim for which Contractor may have a defense or payment obligation hereunder is or may be made, Contractor may, at its option and expense: (i) obtain for City the right to continue to use the Service consistent with

this Agreement; (ii) modify the Service so that it is non-infringing and in compliance with the Agreement; or (iii) replace the Service with an alternative, non-infringing Service with equivalent functionality. Notwithstanding the foregoing, any third-party service, system, CPE, equipment or software provided under this Agreement (each, a "Third Party Item") is provided without any obligation of Contractor to defend or indemnify City against any claim of infringement of any IP Right arising in connection with any such Third Party Item, except that Contractor shall pass through to City any contractual obligations of a third party provider of any such Third Party Item to defend or indemnify City against such claims. The foregoing states Contractor's only obligations (and City's sole and exclusive remedy) for any claims, actions, liabilities, damages or losses arising in connection with alleged or actual infringement, violation or misappropriation of an IP Right by the Services.

16. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).
17. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115. Notwithstanding the foregoing, excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes, fees and surcharges arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. Charges for Service are exclusive of Fees. City may present CenturyLink with an exemption certificate eliminating City's liability to pay certain Taxes, Fees and Surcharges. The exemption will apply prospectively.
18. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. Notwithstanding the foregoing, the Contractor may assign this Agreement without the City's prior written consent: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing,

merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees.

19. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
20. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
21. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** Except for the functional requirements provided in response to an RFP or other implementation documentation that may be developed after execution of this Agreement, the Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing or in an amendment to the Agreement that is properly executed by both parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
22. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
23. **CONFLICT OF INTEREST:**
 - 23.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
 - 23.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. 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 interests of any party with whom the

Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

24. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

25. **DISPUTES**: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.
26. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

27. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
28. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 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 barring Contractor from City facilities or participating in City operations.
29. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The Director of IT Service Delivery TS Infrastructure & Operations Management shall have authority to sign any Exhibit hereunder and engage additional services authorized under this Agreement.
30. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
31. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the documents will apply in the following descending order of precedence: (1) the Agreement, (2) the Service Attachments, and (3) an applicable Order of Statement of Work.
32. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement shall survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. **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.
34. **TIME IS OF THE ESSENCE**: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
35. **FORCE MAJEURE**: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
36. **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.
37. **EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the parties until it has been fully executed by all signatories of the City and County of Denver and the Contractor.
38. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
39. **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 by 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.
40. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any public oral

presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any public presentation. Nothing in this provision precludes the transmittal of any information to City officials.

41. **PAYMENT OF CITY MINIMUM WAGE:** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
42. **PROHIBITED TERMS IN SERVICE EXHIBIT.** Any term included in the Service Exhibit A or other exhibits that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; indicates that anything in this Agreement is confidential or confidentiality obligations inconsistent with the Colorado Open Records Act; indicates that the City is liable for taxes inconsistent with Section 17 of this Agreement; obligates the City to carry insurance; indicates that an exhibit shall have precedence over the terms and conditions of the Agreement in the event of a conflict; limitations on liability that are greater than found above; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.
43. Addition of Services provided by **Qwest Corporation d/b/a CenturyLink QC Services. This Section only applies to the following Services provided by QC:** CENTURYLINK ISDN PRS, DSS OR UAS, CENTURYLINK Centrex Prime Rate Stability Service Agreement, CENTURYLINK Metro Ethernet Fixed Period Pricing Plan (Intrastate), CENTURYLINK Optical Wavelength Service Agreement (Intrastate)
 - 43.1 **Filing Concurrence.** Centurylink QC may be required to submit this Agreement, Service Exhibits, Pricing Attachments, and any subsequent addenda for Service to certain regulatory agencies for approval because the Rates or certain other terms are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Agreement Effective Date, those service-specific Rates and/or terms, and conditions that require filing with or approval by regulatory

agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB terms become effective. If Customer receives reduced pricing under a Pricing Attachment and a regulatory agency later invalidates the ICB Terms after they became effective, Customer will pay Centurylink QC any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve the ICB Terms, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The subject Service Exhibit, Pricing Attachment, and subsequent addenda containing the ICB Terms will remain in effect in all other jurisdictions. Each Service Exhibit or subsequent addenda will explain which Rates or terms are ICB.

43.2.Clauses for CenturyLink QC RSS No. 1 Services. The clauses in this section apply only to the CenturyLink QC Service Exhibits stating that service is offered out of CenturyLink QC RSS No. 1.

43.2.1Jurisdiction. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

43.2.2Construction and Funding Approval. CenturyLink QC may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink QC constructs facilities under one or more of the following circumstances: (a) if the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink QC's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink QC would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink QC. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on the Pricing Attachment. That approval will be granted at the sole discretion of CenturyLink QC. In the event contract documents are signed, under which Customer is ordering Service for which Funding is not approved, CenturyLink QC will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink QC may immediately terminate, without penalty, the Pricing Attachment under which Customer ordered the Service, when

Funding of the contracted and alternate Service solutions is determined to not be possible.

43.2.3Expedite. Any Customer requests for CenturyLink QC to Expedite the delivery of Service before the standard or negotiated Service Due Date will be deemed an expedited order and Expedite charges will apply. Upon CenturyLink QC's receipt of an Expedite request from Customer, Customer and CenturyLink QC will mutually agree to a new Service Due Date.

43.2.4Service Changes. Customer may add, move, or upgrade each Service in a Pricing Attachment via an Amendment to this Agreement. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the RSS in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an RSS change results in a conflict with the terms and conditions applicable to the Service, then Customer must agree to an amendment modifying the terms and conditions before CenturyLink QC will provision the new Service or the additions, moves, or upgrades to existing Service.

43.2.5Service Interruptions. Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the RSS posted at qwest.centurylink.com/legal. Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS. The credits outlined in the SLAs or RSS are Customer's sole and exclusive remedy for interruptions of any kind to the Service. CenturyLink QC may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink QC will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

43.2.6Additional Payment Language.

(a) Rates, including Rates for optional features or functions, are set forth in each Pricing Attachment applicable to the Service. The Rates shown on each Pricing Attachment are for informational purposes. Customer will receive the Rates in effect in the RSS on the Service Acceptance Date. CenturyLink QC will keep an archive of the RSS Web pages listing Rates, including dates of Rate changes. Customer agrees that CenturyLink QC's archive is conclusive evidence in the event of a dispute.

(b) If Customer requests items from the RSS for which charges do not appear in a

Pricing Attachment, CenturyLink QC will inform Customer of the charges at the time of the request, giving Customer the opportunity to cancel the request, rather than incurring the charges. Those items may include, but are not limited to: (a) Expedites, including third-party charges incurred by CenturyLink QC in connection with the Expedite; (b) CPE; (c) Construction; (d) Termination Charges; (e) charges for labor, testing, or design changes; (f) inside wiring; and (g) additional administrative charges that may be applied for services not described on Pricing Attachments or for requests to provision Services in a manner inconsistent with CenturyLink QC's then-current practices. Customer will pay such charges regardless of whether Customer cancels Service or CenturyLink QC fails to deliver on the requested Expedite date, unless such failure was caused by CenturyLink QC.

(c) CenturyLink QC will require Customer to accept Service by the end of the Grace Period, in which case CenturyLink QC will commence with regular monthly billing for the Service and Customer agrees to pay for the billed Service. If Customer has not accepted the Service by the end of the Grace Period, then CenturyLink QC may terminate the Service subject to the Termination section of this Agreement.

43.2.7 Customer Responsibilities. Customer is responsible for the following:

(a) Access. Customer will provide prompt access to its premises to CenturyLink QC authorized personnel and other authorized parties, responding to Service restoration, equipment failure, maintenance, or other relevant situations.

(b) On-Site Operations. All Customer operations concerning Service at Customer's premises will be performed at Customer's expense, and Customer will be required to conform to all applicable specifications that CenturyLink QC may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on Customer's premises will be provided only at Customer's expense.

(c) Customer will properly use the Service. Customer will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

43.2.8 QC RSS No. 1 Service Termination.

(A) SERVICE; SERVICE EXHIBIT BEFORE SERVICE DUE DATE. IF CUSTOMER CANCELS ORDER FOR SERVICE BEFORE THE SERVICE DUE DATE OR DOES NOT

ACCEPT THE SERVICE BY THE CONCLUSION OF THE GRACE PERIOD, AND CENTURYLINK QC TERMINATES THE SERVICE AT THE END OF THE GRACE PERIOD, TERMINATION CHARGES WILL APPLY, INCLUDING THE FULL NRCs THAT WOULD HAVE OTHERWISE APPLIED AND ANY NON-REUSABLE AND NON-RECOVERABLE PORTIONS OF EXPENDITURES OR LIABILITIES, SUCH AS CONSTRUCTION CHARGES INCURRED EXCLUSIVELY ON BEHALF OF THE CUSTOMER BY CENTURYLINK QC AND NOT FULLY REIMBURSED BY NRCs.

(B)SERVICE; SERVICE EXHIBIT AFTER SERVICE ACCEPTANCE DATE. EITHER PARTY MAY TERMINATE AN INDIVIDUAL SERVICE ORDERED UNDER A SERVICE EXHIBIT AFTER THE SERVICE ACCEPTANCE DATE UNDER THE TERMS OF THE APPLICABLE SERVICE EXHIBIT. CENTURYLINK QC WILL WAIVE THE TERMINATION CHARGE IN EXCESS OF THE MINIMUM SERVICE PERIOD IF CUSTOMER TERMINATES DUE TO A MOVE OR UPGRADE OF ALL OR A PORTION OF SERVICE AND ALL OF THE FOLLOWING CONDITIONS ARE MET ("WAIVER POLICY"):

(i)Customer must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period;

(ii)Customer must agree to a new service term and Minimum Service Period for the new service;

(iii)The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation;

(iv)The request to disconnect the existing Service and the request for the new service are received by CenturyLink QC at the same time and both requests must reference this Waiver Policy;

(v)For ATM, FR, and Metro Ethernet, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC; for SHNS, SST, GeoMax, and HDTV-NET the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC;

(vi)Customer agrees to pay all outstanding MRCs and NRCs for existing Service;

(vii)The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and

(viii) This Waiver Policy only applies to moves or upgrades to other CenturyLink QC services that are subject to a CenturyLink QC Tariff or the QC RSS.

(C) Any services ordered by the Customer on or before the effective date of this Agreement will be exempt from termination liability. All services ordered after the effective date of this Agreement and subsequently terminated are subject to the termination liability outlined in the applicable Service Exhibit or Attachment.

43.2.9 CenturyLink QC RSS No. 1 Service Definitions.

“Construction” means when Service may not be available due to facilities limitations and it is necessary for CenturyLink QC to construct facilities.

“Demarcation Point” means the CenturyLink QC designated: (a) physical interface between the CenturyLink QC Domestic Network and Customer’s telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink QC Domestic Network to Customer’s telecommunications equipment. “CenturyLink QC Domestic Network” means the CenturyLink QC operated facilities located within CenturyLink QC’s 14-state local service area (those states are listed in the opening paragraph of this Agreement) and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by CenturyLink QC.

“Expedite” means Customer’s request to CenturyLink QC to provision a Service more quickly than the CenturyLink QC standard or negotiated interval for which an additional Expedite charge will apply.

“Funding” means Customer charges over the term of a Service contract that covers CenturyLink QC’s calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer.

“Grace Period” means a period of 30 business days from the later of the Service Due Date or the date when Service is made available to the Customer, and during which the applicable Service will be held available for Customer upon Customer’s request.

“Minimum Service Period” means 12 months following the Service Acceptance Date, as evidenced by CenturyLink QC records. In the case of Frame Relay, this means 6 months following the Service Acceptance Date.

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

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

“Service Acceptance Date” means the date Customer accepts the Service and billing commences, as evidenced by CenturyLink QC records.

“Service Due Date” means the date CenturyLink QC makes the Service available to Customer for testing.

“SONET” means Synchronous Optical Network.

“Termination Charge” means the termination charges detailed in the Service Exhibits.

43.3 Conflicts. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, the Agreement, Service Exhibit, RSS, ISS, Order Form Centurylink QC records, and if applicable, CenturyLink QC Tech Pubs.

ATTACHED EXHIBITS

EXHIBIT A – SERVICE ATTACHMENTS

EXHIBIT B – CERTIFICATE OF INSURANCE

By:

Contract Control Number:
Contractor Name:

TECHS-202158395-00
CENTURYLINK COMMUNICATIONS LLC

By:  DocuSigned by:
Alex Khanin
5913602349EE459...

Name: Alex Khanin
(please print)

Title: Manager- Offer Management
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT ATTACHMENT

The following Exhibits are attached to the **SERVICES AGREEMENT** ("Agreement") between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **CenturyLink Sales Solutions, Inc.** as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement, registered to do business in Colorado, whose address is 100 CENTURYLINK DRIVE, Monroe, Louisiana, 71203 ("Contractor" or "CenturyLink"), jointly "the parties."

EXHIBIT A – SERVICE ATTACHMENTS**The Service Attachments provided by CenturyLink in this RFP response include the following:**

1. Services. Customer may purchase the products and services ("Services") in the service exhibits ("Service Exhibits") attached to the Agreement. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC d/b/a Lumen Technologies Group.

CenturyLink Communications, LLC d/b/a Lumen Technologies Group

- Advanced Managed Services – Service Schedule
- Cisco Cloud UCC Subscription Services delivered by Lumen Service Schedule
- Cisco Hosted Collaboration Service
- Cisco Webex Calling delivered by CenturyLink Service Schedule
- Conferencing Service Exhibit Content Delivery Network Service Schedule
- Lumen® CPE Service Schedule
- Lumen Custom Solutions and Services Schedule
- DDoS Service Exhibit
- Domesc CenturyLink IQ® Networking Service Exhibit
- Managed Cisco SD-Wan Service – Service Schedule
- CenturyLink IQ® Managed Data Bundle Offer Attachment
- Managed Premises Firewall Service – Service Schedule
- Lumen Network Firewall Service Schedule
- Domestic Voice Service Exhibit
- E-Line Service – Service Exhibit
- Lumen Enterprise Access Services – Service Schedule
- Hosted VoIP & IQ SIP Service Exhibit
- International Voice Service Exhibit
- Local Access Service Exhibit
- CenturyLink® Managed Enterprise with Cisco Meraki Service Exhibit
- Lumen Managed UC&C Cloud Service Schedule
- Optical Wavelength Service Exhibit
- Rental CPE Service Exhibit
- Lumen SD-WAN Service Exhibit
- Lumen® SD-WAN with VMware Service Schedule
- Adaptive Threat Intelligence Service
- Distributed Denial of Service Mitigation Service
- Lumen eLynk Service Schedule
- Ethernet Line Service, Ethernet Local Area Network Service, Ethernet Access Service, Ethernet Private Line Service, and Ethernet Virtual Private Line Service (Lease) – Service Schedule
- Internet Services Service Schedule
- Managed Network Services
- Lumen MPLS (IPVPN and VPLS) VPN Service
- Encrypted Wavelengths Addendum for Level 3 Wavelength Service
- Network Management Service Exhibit
- CenturyLink IQ® Wireless Backup Service Offer Attachment
- UCaaS Hosted PBS and IQ UCaaS SIP Trunk Service Exhibit
- Dynamic Connections – Ethernet Service Schedule
- Hybrid Technologies Service Exhibit

Qwest Corporation d/b/a CenturyLink QC Services (CenturyLink QC Services are available in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.)

CENTURYLINK ISDN PRS, DSS OR UAS

CENTURYLINK Centrex Prime Rate Stability Service Agreement

CENTURYLINK Metro Ethernet Fixed Period Pricing Plan (Intrastate)

CENTURYLINK Optical Wavelength Service Agreement (Intrastate)

LUMEN ADVANCED MANAGED SERVICES SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Advanced Managed Services ("Services" or "AMS") provided by Lumen and associated with existing or concurrently purchased Compatible Services (as defined below). Customer may also be referred to as "Client" in the Service Description or other related documents. Lumen is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. Customer may request AMS by initially submitting a Service Order and subsequently via Work Request (as defined below). This Schedule is governed by and incorporates the terms of the Master Service Agreement or other Lumen approved service agreement (the "Agreement") and any document incorporated by reference into this Schedule. Lumen's provision of AMS constitutes Lumen's acceptance of a request for such Services.

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

2. Services. Advance Managed Services provides a set of available, standard activities to Customers through defined service roles that a Customer may subscribe to in conjunction with its Compatible Services. Available activities focus around IT initiatives, operational governance, architecting IT environments, the security threat landscape, hands-on deployment activities, and customizable service desk. Additional related activities can also be requested by Customer via the process identified below. No hardware or software will be provided in conjunction with activities performed. Any necessary fulfillment of hardware and software related to Service activities must be provided by other appropriate Lumen services, purchased under separate terms and conditions.

2.1 AMS Service Roles. Each Lumen Resource will perform a role, which consists of activities or tasks commensurate with the Resource's skill set and Customer may not request the Resource perform tasks not consistent with the applicable role or Resource. Each role includes general activity objectives and commonly available activities and may require minimum committed hours. Available roles and associated activities are described in detail in the Service Description. The list of activities for each is not exhaustive as Customers can request additional related activities subject to Lumen's approval per the Work Request process. Customer understands that Lumen's Resources who fulfill roles are not intended to, will not be referred to as Customer consultants, nor are they intended to substitute for Customer's own business decisions or assessments. Any recommendations and/or findings are ultimately the responsibility of Customer to purchase. Certain activities that may be recommended to Customer may require additional terms and conditions and may be subject to additional fees and/or may require the purchase of additional underlying services. Certain activities that are available through Resources require a monthly commitment of hours and a minimum term commitment for the role. Not all activities may be available in all Regions.

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

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

2.4 Hours; Resources.

2.4.1 Activities will be performed by Lumen during Business Hours. If the Customer requests performance of any Service outside of such hours (non-standard hours), Customer will be responsible for any additional costs incurred as a result, which may include a premium hourly rate, as may be required by local rules and regulations. Lumen will determine the personnel assigned to perform the Services during non-standard hours, which may include remote Resources, even if the Work Request is for on premise work. Notwithstanding any Work Request for Dedicated Resources or Dedicated Named Resources with minimum monthly committed hours, any request for work beyond committed hours may be performed by an Unnamed Resource.

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

2.5 Service Term. Service is available for the following standard initial Service Term(s) in months: 12, 24, or 36 as identified in the applicable Service Order and will commence on the applicable Service Commencement Date. Customers are eligible for discounted hourly rates by committing to an initial Service Term of 24 or 36 months and/or by committing to a minimum monthly

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number of hours. Prior to the conclusion of the initial Service Term, Customer may renew Services for a subsequent Service Term of 12, 24 or 36 months by signing a new Service Order with then-current rates and applicable discounts. The initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term". Services that are not renewed by Customer prior to the end of a Service Term will continue on a month-to-month basis at Lumen's then-current standard rates and no discount will be applied.

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

2.6 Billing/Invoicing. This section 2.6 applies in lieu of any other commencement of billing sections, that may be in the Agreement. No Connection Notice applies to AMS Services.

2.6.1 Customer may begin accruing actual usage hours by each Resource as those Resources become available and before all Resources are collectively available. The Service Commencement Date, for committed Service roles will begin on the date the last role is made fully available for Customer activities; however, Customer agrees to pay for any and all hours consumed or accrued by other Resources prior to the Service Commencement Date. The Service Commencement Date triggers the date on which minimum commitments of hours start accruing even if they are not consumed. Lumen will not charge monthly minimums until the Service Commencement Date. The first invoice following the Service Commencement Date will include pro-rated monthly minimums, any hours accrued prior to the Service Commencement Date, and any overages for the billing period. Subsequent invoices will include monthly minimums and overage hours for the previous billing period. Fees for any additional hours consumed through Work Requests beyond committed hours will be included on the invoice two months following the month in which the hours accrued even if the Work Request has not been fully completed yet or has been cancelled by Customer before full completion.

2.6.2 Customer will receive its first invoice on the first of the month following the Service Commencement Date. The first invoice will include a pre-pay for that month's committed hours, the prorated committed hours from the BCD through the end of the immediately preceding month, and any actual consumption of hours occurring prior to BCD. All fees will be invoiced in the currencies specified on the Service Order.

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

2.6.4 Invoice Criteria. Invoice criteria includes the following:

2.6.4.1 Fees for committed monthly hours for a professional role are billed upfront for the month. For example, a 40-hour monthly commitment to a professional role will be billed on March 1 invoice for the committed hours to be consumed in March.

2.6.2.2 Billing for consumed hours outside of committed hours are billed two months in arrears. For example, hours consumed for a professional role during March that exceed any monthly commitment of hours for that role will be billed on the May 1 invoice.

2.6.2.3 Billing for optional add-on services with one-time fees will occur on the month following the completion of the service being delivered. For example, a Network Penetration Test One Time that completes in March will appear on the April 1 invoice.

2.6.2.4 Billing for optional add-on services with monthly recurring fees will be billed up front for the month.

2.6.2.5 The Service invoice will denote the number of hours consumed by role in excess of any committed hours per month for the role.

2.7 Service Orders; Changes to Service Orders.

2.7.1 A Service Order for each Region is required for minimum committed monthly hours for certain roles, which allows Customer to optionally commit to minimum monthly hours for any of the other available roles that are consumed and billed on an hourly basis. Subject to availability, optional add-on services are also available that provide packaged roles or activities for fixed one-time or fixed monthly recurring fees. Permitted changes and/or modifications to a Service Order are described in Section 2.9 below. Any changes to a Service Order or Work Request already accepted that does not otherwise expressly permit changes are subject to early termination charges.

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

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

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2.7.4 Notwithstanding anything to the contrary in the Agreement or Service Order with a Service Term or committed hours, the hourly rates are indexed through the United States Consumer Price Index (CPI) or similar index for Services provided outside of the United States to enable cost of living adjustments (COLA) to the rates on an annual basis as determined by Lumen.

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

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

2.8 Work Requests.

2.8.1 Work Requests or changes to existing Service Orders can be initiated for additional one-time activities or recurring monthly activities to be provided by available roles for which the Customer has made a commitment of hours so long as the Designated Named Resource or Dedicated Resource is remote. Requests for an on premise Designated Named Resources where available require a Service Order. Certain cancellations may be subject to early termination charges, as described below. In addition, Customer is responsible for fees for all actual consumed hours for Work Request activities even if they are cancelled before completion.

2.8.2 Work Requests in certain Regions, for roles and/or previously committed/existing on premises Designated Resources or Designated Named Resources, can be submitted for the Service as described on the Website or Service Description. Work Requests specify the desired activities, type of role and desired timeframes. Customer may cancel any Work Request before completion of the Services, however any accrued fees for activities performed prior to cancellation will be invoiced. Changes to or cancellation of Work Requests must be submitted as a new Work Request. Services scheduled to repeat periodically may be detailed on a single Work Request to avoid multiple submissions for the same request. Lumen has the right to accept and/or reject requests for Services on a case by case basis.

2.8.3 The Work Request raised by Customer will not amend, modify the Service Schedule or Service Order in any way whatsoever.

2.9 Changing Roles; Changing Resources.

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

2.9.2 Lumen may also from time to time remove existing roles and/or add-on services for the Service. Such removals would be applied to Customer's Service Order at the beginning of the next renewal period.

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

2.9.4 If a Customer is not satisfied with how Service activities are being provided by a Designated Named Resource for a role over a period of time of at least three (3) consecutive months, Customer may request through their sales representative that the Resource be replaced with another equivalent resource for the same role at any time during a Service Term. Lumen will assess the feasibility of such requests and make such a change when possible at Lumen's sole discretion. If prior to the conclusion of the Service Term, a Lumen Designated Named Resource resigns or fails to commence the Services, Lumen will have 15 business days from the date of notice (from the resignation, or from the start date for a "no-show") to provide a suitable replacement before Customer may seek an alternative from another source.

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

2.10 Service Level Objectives ("SLO" or "Service Objectives"). No Service Objectives or Service Level Agreements (SLAs) apply to the Service. Activities provided through this Service could invoke SLA credits on the underlying service.

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

2.10.2 In North America, Lumen will target commencement of activities within 22 business days following receipt of requestor's authorization email so long as scope of the Work Request remains within standard parameters identified in the Service

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Description. Target commencement of authorized activities will take longer than 22 days in certain countries within available Regions.

3. Customer Responsibilities. All authorizations and applicable Customer responsibilities are a condition precedent to Lumen's ability to perform Services.

3.1 Customer is responsible for providing Lumen Resources with communication access to the appropriate staff required for Lumen to fulfill activities. Customer must provide clear instructions and requirements around desired Service activities to be fulfilled by professional roles. Timely responses to inquiries and requested decisions from Customer are necessary for Service activities to be fulfilled. Customer's timely participation in phone call(s) to discuss conditions or questions regarding any activities.

3.2 Customer acknowledges and agrees that its failure to perform its obligations detailed in the Agreement, this Schedule, or a Work Request, as applicable, may result in Lumen's inability to perform the Services. Lumen will not be liable for any failure to perform, in the event Customer fails to fulfill Customer's obligations.

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

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

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

3.6 Customer agrees that any registrants, users, or others submitting or approving Work Requests and/or Service Orders on its behalf, including via email exchange, have full legal capacity to do so and are duly authorized to legally bind Customer to all payment for hours accrued. Lumen may reject any Work Requests received by users that have not been approved as an authorized purchaser in the applicable Portal.

3.7 This Service is not responsible for the hardware, software licenses, and vendor maintenance support for any devices.

3.8 While performing the Services, if Lumen encounters (i) any concealed or unknown condition, (ii) a Customer responsibility contained in this Service Schedule is not met, or (iii) a delay caused by Customer, then the scope, schedule and/or fees may be equitably adjusted as necessary. If the Customer does not agree to the reasonable adjustment in fees, Lumen will not be obligated to deliver the affected Services.

3.9 Customer will specifically identify and provide Lumen with access to all relevant Customer-controlled information, resources and locations required to complete the Services.

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

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

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

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

3.14 Portal. If Lumen provides Customer with portal access in connection with the Service, Customer will use such access solely for use with the Service in accordance with this Schedule and the Agreement, and Customer will be responsible for any unauthorized access to or use thereof, unless Customer can prove that such access or use has not been caused by any culpable action or omission of Customer or attributable to Customer.

4. Additional Service Limitations and Disclaimers.

4.1 Cancellation/Early Termination; Effect of Termination. This section 4.1 applies in lieu of any other cancellation and termination section, including any available rights of termination that may be in the Agreement.

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

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

4.1.2 If any Service subject to a minimum monthly spend commitment for an agreed term is terminated by Customer for any reason or by Lumen for default and unless otherwise specified in the Service Description, Customer will be responsible for early termination charges equal to the monthly spend commitment multiplied by the remaining months in the applicable Service Term.

4.1.3 Termination of Managed Optimization Service (as defined in the Service Description) for any reason by Lumen or by Customer is subject to the following: (i) an early termination fee equal to 100% of the Qualified Optimizable Service monthly spend commit multiplied by the number of month remaining in the applicable term, (ii) plus the value, expressed as a dollar equivalent, of all Optimization Adjustments received for each month prior to termination, and (iii) any additional costs incurred by Lumen.

4.1.4 Effect of Termination.

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

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

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

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

4.2.2 Travel and Expenses. All reasonable, documented and actual out-of-pockets expenses, including travel and living expenses (e.g., meals, lodging, and airfare) associated with Customer requested on premise visits will be billed to Customer at actual cost in the month after the expenses were incurred. If Customer cancels any on premise travel event after booking, Customer will be assessed any non-refundable and travel related fees and penalties.

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

4.3 Proprietary Rights. Nothing in this Service Schedule or in any Work Request or Service Order will transfer to Customer any Lumen Technology, and all right, title and interest in and to Lumen Technology will remain solely with Lumen, its affiliates and their licensors. Lumen will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired while providing the Services. As used in this Service Schedule, "Lumen Technology" means the proprietary technology of Lumen and its 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), designs, know-how, trade secrets and any intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Lumen Technology conceived, reduced to practice, or developed during the term of a Service Order, including any Work Requests. If Lumen or its employees, agents, or subcontractors develop or create any intellectual property as part of the Service or any tasks under a Work Request or Service Order, that intellectual property will be deemed Lumen Technology and will remain the exclusive property of Lumen and/or its licensors and will not be considered a work made for hire.

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

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

4.5.1 Lumen will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer further acknowledges that the Services are work hours performed and incurred by Lumen in response to a request by Customer. EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUMEN MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES INsofar as permitted under applicable law and are specifically excluded, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, USAGE OF TRADE OR THAT PERFORMANCE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. Any obligation of Lumen to defend, indemnify or hold customer harmless for any intellectual property related claims as may be set forth in the Agreement are hereby disclaimed in their entirety by Customer with respect to the Services.

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

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

4.5.4 Customer will indemnify, defend, and hold Lumen (including its officers, employees, agents and contractors) harmless from and against any claims, including employment related payment obligations (e.g. taxes, interest, and penalties arising therefrom) or other employment related liability assessed against Lumen (including its officers, employees, agents and contractors) with respect to assigned Resources to the extent that payment obligations or liabilities are assessed against Lumen as a result of acts or omissions of Customer.

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

4.7 Freedom of Action. Nothing in this Service Schedule precludes Lumen from performing any services similar to the Services for itself or for any third party.

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

4.9 Compliance.

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

4.9.2 Lumen will not disclose, modify, or access Customer Data, except: (a) as authorized by Customer in connection with the operation of the Services, including requests for support, incident resolution, or to access or use certain tools, features, or functionalities of particular Services; (b) as necessary to provide the Services to Customer, to prevent or address technical problems, or to otherwise comply with the Agreement; or (c) as necessary to comply with subpoenas, court orders or Privacy Laws. To the extent Lumen accesses or handles Customer information, including personally identifiable information, it will do so only as necessary to provide the Services, perform under the Agreement and to comply with applicable law and Privacy Laws, including: (a) configuration, technical, operational and usage data relating to the performance and use of the Services; (b) business contact and similar information necessary for administering the business relationship and Agreement between the parties; and (c) account information required to manage the Services, provide notices, and handle Service invoicing and

LUMEN ADVANCED MANAGED SERVICES SERVICE SCHEDULE

remittance. Lumen may disclose such information to its affiliates or subcontractors only as may be required to provide the Services and/or to comply with its contractual obligations, subject to privacy and confidentiality protections no less protective than those in this Service Schedule. Lumen may also transfer such information between its operating jurisdictions, including to the United States, solely for the purposes described in this Section.

4.10 Miscellaneous. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule, Service Order or any Work Request without the express written consent of Lumen and, if applicable, Lumen's subcontractor. Customer will not require or allow access to its Customer data in the performance of Services, including but not limited to any confidential health related information of Customer's customers, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI occurs, such exposure is incidental to the Services and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

5. Definitions.

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

"Compatible Services" means the Lumen standard services generally available to enterprise customers; provided that Lumen is providing a minimum of at least one Lumen managed solution.

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

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

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

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

"Portal" means the Service specific web-based portal to which Customer may have access.

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

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

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

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

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

"Website" means www.ctl.io.

"Work Request" means an emailed request on a form designated by Lumen or telephone request by Customer, a ticket submission through the applicable Portal or other confirmation by Customer as detailed in this Schedule. Work Requests are as binding on Customer as a Service Order.

CISCO CLOUD UCC SUBSCRIPTION SERVICES DELIVERED BY CENTURYLINK SERVICE SCHEDULE

1. General. This This Service Schedule is applicable only where Customer orders Cisco Cloud UCC Subscription Services Delivered by Lumen (the "Service(s)") and it incorporates the terms of the Master Service Agreement or other service agreement under which Lumen or a Lumen affiliate provides services to Customer (the "Agreement"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Schedule. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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

2. Services. The Services are Cisco-hosted software-as-a-service offerings and licensed software as further detailed below, that are supported and resold by Lumen, and available to Customer through a Cisco subscription. Service(s) may be deployed on-premise or as a Lumen hosted deployment.

The Cisco Cloud UCC Subscription Services Delivered by Lumen and licensed software available under this Service Schedule include the following:

- **Webex Meetings** – Web-based virtual meetings applications for audio, web and video conferencing.
- **Cisco FedRAMP Webex Meetings** – FedRAMP-certified virtual meetings application for audio, web and video conferencing.
- **Webex Teams** – Team Collaboration client for group messaging.
- **Hosted Collaboration Server (HCS)** – Lumen hosted and managed enterprise telephony solution software. HCS must be paired with Cisco Hosted Collaboration Solutions Delivered by Lumen.
- **Unified Contact Center Enterprise (UCCE)** – On premises or Lumen hosted/managed solution that provides a unified contact center experience across all major communications channels. UCCE must be paired with Cisco Hosted Contact Center Solution delivered by Lumen.
- **Packaged Contact Center Enterprise (PCCE)** – On premises or Lumen hosted/managed solution that provides an enterprise-class, pre-packaged contact center solution. PCCE must be paired with Cisco Hosted Contact Center Solution delivered by Lumen.
- **Unified Contact Center Express (UCCX)** – On premises or Lumen hosted/managed solution that provides contact center solution for small to medium sized business or enterprise branch deployments.

2.1 Ordering and Initiation of Service. Services ordered by Customer, charges for the Services, ancillary features and services, and the initial service term will be set out in the Order. Notwithstanding anything to the contrary in the Agreement, Lumen will notify Customer of acceptance of requested Service in the Order by the earlier of delivery (in writing or electronically) of a notice of acceptance or delivery of the Service. In lieu of any other definition in the Agreement, for purposes of the Services in this Service Schedule "Service Commencement Date" means the date the Customer is provided with a notice that Service is available for Customer use ("Service Availability Notice") and billing commences.

3. Customer Responsibilities and Authorizations.

3.1 Charges and Fees. Charges for the Services may include monthly recurring charges, monthly subscription fee, non-recurring charges, as well as overage charges. Services are billed in advance, except for applicable overages which are billed in arrears. Invoices are delivered or made available monthly and due 30 days after the invoice date. Customer will pay all charges set forth in the Order, even if incurred as the result of unauthorized use. Customer will pay for all Services and Cisco software consumed and if Customer's use of the Service(s) exceeds Customer's entitlement rights, Customer will pay for the excess use. Charges are exclusive of taxes fees and surcharges.

3.2 Term; Cancellation and Termination.

3.2.1 Term. Service will be provided for the initial term specified within the Order. "Service Term" means the initial term and any renewal terms.

3.2.2 Cancellation and Termination. This section applies in lieu of any other provision regarding cancellation and termination charges within the Agreement that may otherwise apply to the Service.

(A) Customer may cancel an Order (or a portion of an Order) prior to the delivery of a Service Availability Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of all charges incurred by Lumen as a result of the cancellation including but not limited to any cancellation or termination charges levied by Cisco for the cancelled Service.

CISCO CLOUD UCC SUBSCRIPTION SERVICES DELIVERED BY CENTURYLINK SERVICE SCHEDULE

(B) Customer may terminate a specified Service after the delivery of a Service Availability Notice upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of (a) any outstanding amounts for Services already provided; and (b) 100% of any recurring charges which would have been charged for the remainder of the Service Term. This is a liquidated damage and not a penalty.

3.3 EULA. To utilize certain features or services offered by Lumen and provided in conjunction with the Services, Customer must agree to additional terms and conditions, and Customer and/or its end users may need to agree to applicable software license agreements (End User License Agreement "EULA") governing such software with Lumen software vendors. If Customer or its end users decline, they will not be able to use the applicable service or features with the Service. All software license agreements are between Customer (including its end users) and Lumen's software vendors. Lumen has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with Lumen's vendors.

3.4 Content Indemnification. Customer will indemnify, defend and hold Lumen, its directors, officers, and employees harmless from any loss, damage, expense or liability related to any third party claim arising from or relating to any content provided or delivered by or for Customer in connection with the Services. Lumen reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.

3.5 Recording. Certain Services include a feature that allows users to record the contents of communications. Many states' laws prohibit recording the content of communications unless the individual recording the communication provides notice to, and obtains the consent of, all of the participants to the communication. While certain of the Services include a feature that is intended to provide notice to participants of a conference call when recording is initiated, it is the users' responsibility to obtain participants' consent to recording as required by applicable laws. Customer will defend, indemnify and hold Lumen harmless from any claim, liability or loss arising in connection with Customer or Customer's users' failure to obtain consent of any participant of a conference call.

3.6 No Resale. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule without the express written consent of Lumen.

4. Additional Limitations and Disclaimers.

4.1 In no event will Lumen's total aggregate liability arising from or related to a Service purchased under this Service Schedule exceed the total charges paid or payable to Lumen by Customer for the affected Service in the twelve months immediately preceding the first event giving rise to the cause of action.

4.2 Warranties. Cisco makes warranties (if any) directly to the Customer in the Cisco Terms of Use, as such term is defined in the Order. Lumen does not make any representations, warranties or any other commitments regarding Cisco or the Services. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, SERVICES ARE DELIVERED "AS IS" WITHOUT ANY WARRANTIES OR SERVICE LEVEL GUARANTEES OF ANY KIND. The Service Levels and Right of Termination for Installation Delay sections of the Agreement do not apply to the Services.

CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY LUMEN SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Cisco Hosted Collaboration Solution Delivered by Lumen (the "Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen or a Lumen affiliate provides services to Customer (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

2. Service. The Service includes: (a) Hosted Collaboration Solution ("HCS"), (b) Rental CPE (in the United States only), (c) Service Management; and (d) other optional features. Customer must separately purchase, and pay for, Public Switched Telephone Network Connectivity ("PSTN Connectivity"), and Lumen provided or sufficient third-party network connectivity, for use with the Service ("Network Connectivity"). Customer must execute the attached Letter of Agency (Attachment 2) to authorize Lumen to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

2.1 HCS. The HCS component of the Service includes Cisco cloud collaboration services (such as IP-based voice, video, and messaging) that are hosted and delivered by Lumen as a service. Customer purchases the HCS component on a per seat basis. Each Customer location has a minimum seat requirement depending on original seat counts. Seats include the specific features identified below based on seat type. Except as otherwise indicated in this Service Schedule, for a monthly recurring charge ("MRC") Customer may rent IP-enabled station sets, expansion modules or handsets approved by Lumen for use with the Service ("IP Device"). HCS includes an administrator function that enables the Customer administrator, within the scope of the Service, to set up end users and implement calling restrictions. HCS also includes an end user portal

(a) HCS Seat. An HCS Seat is to be used in conjunction with a separately purchased Cisco SaaS Subscription Collaboration Flex Hosted Calling license typically associated with a Cisco defined Knowledge Worker. Customer will receive the HCS features, supported by Lumen, that are included with the Cisco SaaS Subscription.

(b) HCS Common Area Seat. An HCS Common Area Seat is to be used in conjunction with a separately purchased Cisco SaaS Subscription Collaboration Flex Common Area, Essential, or any other user license not associated with a Cisco defined Knowledge Worker. Customer will receive the HCS features, supported by Lumen, included in the Cisco SaaS Subscription.

(c) Jabber Only Seat. A Jabber Only Seat is to be used in conjunction with a separately purchased Cisco SaaS Subscription Collaboration Flex Hosted Calling license. Customer will receive Jabber features including instant messaging, voice and video calls, voice messaging, desktop sharing, conferencing, and presence, supported by Lumen, that are included in the Cisco SaaS Subscription.

(d) UCCX Seat. A Cisco Unified Contact Center ("UCCX") Seat is to be used in conjunction with a separately purchased Cisco SaaS Subscription Collaboration Flex Hosted Calling license. Customer will receive the UCCX features of call routing, management, and administrative features for contact centers, supported by Lumen, that are included in the Cisco SaaS Subscription.

2.2 Cisco SaaS Subscription. Customer must separately purchase Cisco SaaS Subscription licenses, commonly referred to as Collaboration Flex, from Lumen, for use with the HCS Seat, HCS Common Area Seat, Jabber Only Seat or UCCX Seat. The Cisco SaaS Subscription licenses are not sold under this Service Schedule and are not included in the price of the seat. Customer will receive the HCS features, supported by Lumen, that are included in the Cisco SaaS Subscription.

2.3 PSTN Connectivity. Customer must separately purchase PSTN Connectivity for use with the Service. The charges for PSTN Connectivity are not included in the price for HCS Service. PSTN Connectivity must be provided in the form of SIP Trunks or Primary Rate Interface ("PRI"). PSTN Connectivity can be purchased from Lumen where available or from an approved third-party service provider (each a "PSTN Service Provider"). Customer must comply with any requirements that the PSTN Service Provider may have regarding use of TNs

2.4 Network Connectivity. Customer must separately purchase sufficient Network Connectivity to support use of the Service. The charges for Network Connectivity are not included in the price for Service. Network Connectivity can be purchased from Lumen or a third-party service provider. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service ("QoS") (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. Customer acknowledges that the only way to resolve quality issues related to connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS. Customer shall have no remedy under the Cisco HCS Solution Delivered by Lumen Service Level Agreement ("SLA") for Service deficiencies caused by insufficient connectivity.

2.5 Service Management. The MRC for a seat includes 24x7x365 management of the HCS environment hosted in Lumen data centers. Service Management includes the remote monitoring of IP Devices provided as Lumen CPE, reporting which includes standard call detail records as provided by Cisco HCS, and ticketing via an online portal for any element included with a seat and supported by Lumen. Additional charges apply to management of other CPE Customer requests to be managed by Lumen. Service Management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. Service does not include the provisioning or management of any service or component that is not a pre-selected part of the Service. Managed network elements such as routers, switches, firewalls, etc. may be purchased from Lumen in conjunction with the Service under a separate agreement.

2.6 Approved CPE and Lumen CPE. "Approved CPE" means pre-selected hardware/software/licenses listed on Lumen's Approved CPE list. This may include Customer premises switches and routers, and IP Devices (e.g. handsets) designated by

CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY LUMEN SERVICE SCHEDULE

Lumen and specifically configured for HCS. "Lumen CPE" means Approved CPE rented from Lumen. Lumen CPE may not be located or used outside of the United States. Additional charges apply to installation and maintenance of CPE Customer requests.

2.6.1 Delivery and Return. Lumen CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen. Lumen CPE will be installed as designated in this Service Schedule, or as otherwise agreed upon by the parties. Upon termination of Service, or when Customer replaces Lumen CPE with upgraded models, Customer must return terminated or replaced Lumen CPE at its own expense within 15 calendar days of termination or replacement. Lumen will provide Customer with return instructions. Customer will deliver Lumen CPE to Lumen in the same condition it was on the installation date, normal wear and tear excepted, and give Lumen written notice of such return. If Lumen CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Lumen CPE and Lumen may invoice Customer the then-current value of the applicable Lumen CPE model ("Replacement Cost").

2.6.2 Ownership and Use. Except as provided in the "Delivery and Return" section above, Lumen CPE is the personal property of Lumen, its designee or a third party provider, notwithstanding that the Lumen CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the Lumen CPE other than as provided herein in this Service Schedule and will hold the Lumen CPE subject and subordinate to the rights of Lumen. Customer will: (a) locate and use the Lumen CPE only in the United States; (b) at its own expense, keep the Lumen CPE free and clear of any claims, liens, and encumbrances of any kind; and (c) make no alterations or affix any additions or attachments to the Lumen CPE, except as approved by Lumen in writing. Customer will not remove, alter, or destroy any labels on the Lumen CPE and will allow Lumen the inspection of the Lumen CPE at any time. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the Lumen CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due hereunder. Customer shall defend and indemnify Lumen from all claims and any liability relating to misuse of the Lumen CPE or Customer's breach of its obligations hereunder.

2.6.3 Software. Software licensor has retained title to the software. To the extent possible, Lumen grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated Lumen CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling, or disassembling the Lumen CPE or otherwise attempting to derive the source code of the software. All Lumen CPE is subject to the terms and conditions set forth in the manufacturers or publisher's warranty or end user license.

2.6.4 Insurance. Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Lumen CPE, the following insurance: (a) "All-Risk" property insurance covering the Lumen CPE for the full replacement value, naming Lumen or a third party provider designated by Lumen as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming Lumen as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to Lumen insurance certificates evidencing such insurance.

2.6.5 Installation, Maintenance and Safety Compliance. Additional charges apply to installation and maintenance of CPE Customer requests to be installed and maintained by Lumen. Installation, maintenance, or other labor provided to Customer pursuant to this Service Schedule is subject to, and controlled by, the CPE Service Guide, found at <https://www.centurylink.com/business/support/service-guides.html> and incorporated by reference and made a part of this Service Schedule. Unless otherwise stated in the Service Schedule, Lumen CPE maintenance is provided under the ProMET® On-Site Premium Service, [which](#) terms and conditions are found in the CPE Service Guide and incorporated by reference and made a part of this Service Schedule. Lumen may change the CPE Service Guide at any time and such change will be effective upon posting. In some cases, Lumen may use repackaged Lumen CPE, or substitute Lumen CPE with another CPE device at Lumen's sole discretion. Customer will indemnify and hold Lumen harmless from any liability arising from Customer's failure to inform Lumen of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

2.6.6 CPE Replacement Charge. If Lumen CPE is replaced due to loss or damage not covered by maintenance under the CPE Service Guide, Customer will pay: (a) the Replacement Cost for the damaged Lumen CPE and (b) a one-time charge to cover Lumen's cost to ship the new Lumen CPE. If Customer requires on-site assistance from Lumen to install the replacement Lumen CPE, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Schedule will continue to apply. Replacement Lumen CPE may or may not be the same model.

2.6.7 Additional Limitation of Liabilities. If Lumen CPE contains a firewall or other security features, Lumen makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by Lumen impairs Customer's use of Lumen CPE, Service or an underlying service Customer will nonetheless be liable for payment for all Lumen CPE, Service and underlying service provided by Lumen.

CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY LUMEN SERVICE SCHEDULE

2.6.8 Customer-Owned CPE. Customer may utilize Customer owned CPE with the Service. Customer-owned CPE includes CPE purchased from Lumen or another CPE vendor. Customer-owned CPE used with Service must: (a) be Approved CPE; (b) be covered by a vendor CPE maintenance plan throughout the entire Service Term; (c) include an operating system that complies with Lumen's minimum requirements; and (d) be re-imaged or programmed by Lumen to work with Service. Notwithstanding subpart (d), Lumen will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from Lumen. Copies of Lumen's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from Lumen, Lumen will not maintain the Customer-owned CPE. Lumen will not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from Lumen on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a Lumen SLA due to a failure or malfunction of that device. Customer will be responsible for the installation and maintenance of the Customer-owned CPE and Customer will bear the entire risk of loss, theft, casualty, or damage to Customer-owned CPE.

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

3.1 Site Conditions. The Customer data network/equipment and premises environment ("Customer Environment") must meet certain performance specifications designated by Lumen. Customer must ensure that its Customer Environment is fully prepared for the addition of the Service and any changes to its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, which may affect voice quality and reliability of the Service. Lumen has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring any PSTN Connectivity, Network Connectivity or Approved CPE, or failures or malfunctions in the Customer Environment

3.2 Access. Customer must provide Lumen or its representative access to the Customer premises to the extent necessary for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service if provided as part of the Service for a specific Customer location. If additional site visits are required, time and material charges may apply at Lumen's then current rates. Customer must provide a safe place for Lumen or its representatives to work at Customer's premises and comply with all laws and regulations regarding the working conditions at its premises. Customer must provide all information and perform all actions reasonably requested by Lumen to facilitate any onsite work in support of the Service. If Customer restricts Lumen's ability to access devices or applications, Lumen may not be able to perform support. Customer may be responsible for supporting Lumen in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. Lumen will not be able, or required, to troubleshoot issues if a managed device covered by the Service cannot be reached. Customer's primary technical interface person must be available during any remote installation process.

3.3 Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (a) interferes with Lumen's ability to provide service to other customers, (b) avoids Customer's obligation to pay for communication services, (c) constitutes a criminal offense, (d) gives rise to a civil liability, or (e) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns. Customer agrees to defend and indemnify Lumen for any non-compliant use of the Service

3.4 Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Schedule. Customer is responsible for unauthorized use of the Service.

3.5 General Service Restrictions Regarding Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate if any of the following items fail: (a) power used with the Service; (b) the Internet connectivity used with the Service; (c) the Customer Environment; (d) the approved router; (e) Customer premises routers and switches; or (f) the IP enabled devices used with the Service. Additionally, the Service will not operate; (g) while maintenance work is being performed; (h) off-net if PSTN Connectivity fails; or (i) if equipment used with the Service is moved to any location that is not on premise and/or on network for Customer in the HCS region (example: America, EMEA or APAC) where the equipment was configured for use.

3.6 Telephone Numbers. Telephone Numbers ("TNs") are provided by the PSTN Service Provider. Customer must provision at least one TN per seat for use with Service. The TNs may be new TNs or Ported TNs. Additionally, the Service Commencement Date and commencement of billing will not depend on completion of porting by the PSTN Service Provider. If Customer requests cancellation or termination of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain from the PSTN Service Provider. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

3.7 Privacy. Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer information, which may include personal information, content and usage data, and that Lumen and its underlying vendor may have access to such information, including cross-border access, in connection with providing and managing the Services. Customer authorizes Lumen and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and otherwise performing under the Agreement and any applicable end user license agreement. Customer is responsible for complying with all laws and regulations applicable to the information processed using the Service, including, but not limited to: (a) all privacy and data protection laws and regulations; and (b) providing requisite notices and obtaining requisite

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consents from employees, end users, or other users that their personal information and data may be accessed, collected, processed and stored by Lumen or its underlying vendor, including internationally, as described herein.

3.8 Third-Party Billed Services. The Service does not support billing for third-party services, and Customer will be responsible for payment of all such charges directly to the third-party provider.

3.9 Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, Lumen makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected 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. Lumen makes no warranties or representations that any Service will be free from loss or liability arising out of hacking or similar malicious activity by any third-party.

3.10 Local Origination. Customer agrees that the header used to support PSTN redirecting services such as call forwarding (or SIP trunk diversion header), *automatic number identification* ("ANI") and calling party number ("CPN") delivered with each outbound call will accurately reflect the location of the originating party. For example, Customer may not utilize the Service to create tail end hop off routing to route long distance toll calls across a private WAN VoIP network and drop off the long distance toll calls to the PSTN as local calls at a remote gateway with the express intent of avoiding the payment of rightfully due fees and/or charges to PSTN Service Provider(s). Failure to comply with this provision will constitute a material breach of the Agreement and Customer will bear all liability with any such failure to comply.

3.11 End User License Agreements. To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from Lumen's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and Lumen's software vendors. Lumen has no obligation or responsibility for such software. Customer's sole rights and obligations related to such software are governed by the terms of the software license agreements with Lumen's vendors.

3.12 Customer's Use of Third-Party Content. Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third-parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify Lumen, its Affiliates, agents, and contractors against all third-party claims for damages, liabilities, and expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

3.13 Access to Emergency Service. ACCESS TO EMERGENCY SERVICE IS PROVIDED BY THE PSTN SERVICE PROVIDER. LUMEN STRONGLY RECOMMENDS CUSTOMER AND ITS END USERS BECOME FAMILIAR WITH ALL OF THE FUNCTIONAL EMERGENCY SERVICE LIMITATIONS AS DESCRIBED BY THE PSTN SERVICE PROVIDER. LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

3.14 Cisco Emergency Responder (CER) Feature.

3.14.1 CER Functionality. CER provides the following functionality:

- (a) alerts designated Customer personnel via email, web, or phone that an emergency call has been made from the Customer's premises.
- (b) keeps a log of all emergency calls
- (c) facilitates an automatic update of the Emergency Location Identification Number ("ELIN") when a device that is located on Customers' premise is moved to another location that is on Customer's premise.
- (d) facilitates PSAP callback to an ELIN

3.14.2 CER Limitations and Customer Obligations

- (a) The CER feature is only available on Service provided in the United States and Canada
- (b) Customer must comply with all requirements and restrictions of the applicable PSTN Service Provider regarding access to emergency services or Customer may not have access to emergency services through such PSTN Service Provider.
- (c) Customer is responsible for providing Lumen with all Customer information necessary to configure and update CER to work with Customer's instance of Cisco Unified Communications Manager.
- (d) Before using a device off-premises and/or off network (off-premise and/or off network means the device is not physically located on Customer's premise, the device is not connected to Customer's network or the device is connected to the Customer's network via a VPN), Customer's end user is responsible for providing Lumen and the PSTN Service Provider with accurate address and location information for the device. If the end user does not update the location information when using an off-premise and/or off-network device then internal notifications generated when a call is placed to emergency services may contain incorrect location information and emergency services may be sent to the wrong address.

3.15 Service Restrictions EMEA and APAC. In order for Customer to utilize the Service in the Asia-Pacific region ("APAC"), and the Europe, Middle-East and Africa region ("EMEA") Customer is required to procure its own PSTN Connectivity, as well as Network Connectivity in India, directly from a third-party licensed carrier ("Third Party Connectivity"). It is Customer's responsibility to ensure that Third Party Connectivity is compatible with the Service. Lumen shall not be responsible for the provision of any emergency calling, surveillance, law enforcement assistance or other mandated functionalities relating to Third Party Connectivity. In APAC countries other than Australia, China, Hong Kong, India, Indonesia, Japan, Macau, Malaysia, New Zealand, the

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Philippines, Singapore, South Korea, Taiwan and Thailand, Customer shall only use the Service for IP services and not for any calling to, or receipt of calls from, a PSTN. Customer shall defend and indemnify Lumen from all claims and any liability relating to Third Party Connectivity or Customer's breach of its obligations hereunder.

3.16 No Resale. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling the Service without the express written permission of Lumen.

4. Term, Cancellation and Termination. This Term, Cancellation and Termination section applies to the Service in lieu of any other provision regarding the Term, cancellation and termination in the Agreement that may otherwise apply to the Service

4.1 Term. The Service Term will begin on the Service Commencement Date of the first Customer location and will continue for the Initial Term set forth in the pricing attachment ("Initial Term"). Upon expiration of the Initial Term, Service will renew on a 12 month basis ("Renewal Term") unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. "Service Term" means Initial Term and each Renewal Term. The "Minimum Seat Term" for a Service seat is 12 months. Additional Service seats will be coterminous with the current Service Term, subject to the 12 month Minimum Seat Term.

4.2 Cancellation. Customer may cancel the Service before the Service Commencement Date upon written notice to Lumen identifying the affected Service. If Customer does so, Customer will pay Lumen a cancellation charges equal to \$10,000 USD for Lumen's out-of-pocket costs incurred in constructing and configuring facilities necessary for Service delivery. The charges in this section represent Lumen's reasonable liquidated damages and are not a penalty.

4.3 Termination. If some or all Service is terminated by Customer for reasons other than Cause or by Lumen for Cause before the expiration of the applicable Service Term such that the number of Service seats is 25% less than the original number of Service seats, Customer will pay to Lumen the following Termination Charges: (a) the amount of any NRC/installation charges that Lumen discounted or waived for the terminated Service, (b) 100% of the balance of the MRCs of the terminated Service that otherwise would have become due for the unexpired portion of the Minimum Seat Term and (c) 35% of the balance of the MRCs of the terminated Service that otherwise would have become due for the unexpired portion of the applicable Service Term. Customer remains responsible for all accrued and unpaid charges for the terminated Service provided through the effective date of such termination. Customer understands and agrees that unless Service is completely terminated, the minimum seat requirements for each location and all locations will still apply. If the Agreement is terminated by Customer for any reason other than for Cause, or by Lumen for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. The charges in this section represent Lumen's reasonable liquidated damages and are not a penalty.

4.4 Moves. Customer may move seats to another Customer location if at least 12 months remain in the Service Term. Customer will be charged any third-party charges incurred by Lumen in connection with the move. Customer must submit notice to Lumen at least 30 days before the requested move date.

5. Charges. Charges for the Service are set forth in the attached pricing attachment as referenced in this Service Schedule. If new Service elements not included in the pricing attachment are added to Service, the parties will sign an amendment adding pricing for the new Service elements. Charges will commence on the Service Commencement Date. Customer will not be eligible for any offers, discounts, or promotions other than those specifically set forth in the Agreement. Service will be taxed at the Service location where the seat is configured. Lumen may change rates after the completion of the Initial Term with 60 days prior notice. Upgrades and purchases of additional Service after the initial orders may be subject to then-current Service pricing. The seat charges will be presented in Customer's invoice as separate components for Tax purposes, but the separate component charges will equal the total per seat charge.

5.1 Off-Net Call Billing. Off-Net Call charges will be provided by the PSTN Service Provider.

6. Service Upgrades/MACDs. Lumen reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer. Customer may also at any time request a move, addition, change or disconnect ("MACD") to its Service requiring configuration management, such as adding seats. There is no charge for Standard MACDs performed remotely. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location and will be at Lumen's then-current rates for on-site dispatch.

7. Withholding Taxes. Customer will pay invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

8. E-Mail Information/Updates. Customer acknowledges and agrees that Lumen may contact Customer via e-mail at the e-mail address provided to Lumen when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide Lumen with any and every change to its e-mail address.

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- 9. AUP.** CenturyLink may also terminate Service for Cause under this Section where Customer's user of the Service is contrary to the Acceptable Use Policy ("AUP") located at <http://www.centurylink.com/legal/>, which is subject to change. Lumen may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers.
- 10. SLA.** Service is subject to the Cisco Hosted Collaboration Solution delivered by Lumen 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.
- 11. CPNI.** Lumen is required by law to treat CPNI confidentially. Customer agrees that Lumen may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Lumen's behalf, to determine if Customer could benefit from the wide variety of Lumen products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Lumen in writing. Customer's decision regarding Lumen's use of CPNI will not affect the quality of service Lumen provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.
- 12. Fees.** Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.
- 13. Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Schedule, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.
- 14. Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and Lumen's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, Lumen will notify Customer of the dispatch fee. Lumen will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by Lumen's facilities or equipment on Lumen's side of the demarcation point.
- 15. Service Notices.** Notices for disconnection of Service must be submitted to Lumen via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: Lumen, Attn.: Lumen NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its Lumen sales representative.
- 16. Definitions.** Capitalized terms not defined in this Service Schedule are defined in the Agreement.
- "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Lumen of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in this Service Schedule)
- "Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to PSTN Service Provider for use with the Service.
- "Service Commencement Date" means the date Customer accepts the Service. Customer will have five days from Lumen's ready notification to test the Service. Within the five-day timeframe, if Customer neither informs Lumen about errors nor accepts the Service, Service will be considered to have been accepted, regardless of whether Customer uses the Service. If Customer informs Lumen of Service errors within the five-day timeframe, Lumen will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that Service is ready.

CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY LUMEN SERVICE SCHEDULE

ATTACHMENT 1

1. Access to Emergency Response Services.



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

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

1.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Customer's PSTN Service Provider (the "Registered Location"). Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

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

1.2 Limitation of Liability.

1.2.1 LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE PSTN SERVICE PROVIDER OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO PSTN SERVICE PROVIDER'S APPROVAL OF THE REGISTERED LOCATION).

1.2.2 CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

ACKNOWLEDGMENT

Customer Initials: _____ I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THIS ATTACHMENT 1 TO THE CISCO HOSTED COLLABORATION SOLUTION DELIVERED BY LUMEN SERVICE SCHEDULE ATTACHED TO THE AGREEMENT. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>.

**CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY LUMEN SERVICE SCHEDULE**

ATTACHMENT 2

**LIMITED LETTER OF AGENCY
between
CITY AND COUNTY OF DENVER ("Customer")**

**and
CenturyLink Communications, LLC d/b/a Lumen Technologies ("Lumen")**

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 Cisco Hosted Collaboration Solution Service Delivered by Lumen ("Service"). Service activities will consist of working with Customer's LEC, IXC, ISP, 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; (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 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.

City and County of Denver
Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

1. Applicability. This Service Schedule applies when Customer orders Cisco Webex® Calling delivered by CenturyLink ("Service") or available Products from CenturyLink. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the "Agreement"). Terms used but not defined herein shall have the meaning set forth in the Agreement, and any capitalized or other technical terms used herein, but not defined herein or in the Agreement, will be defined as commonly understood in the industry. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule shall control with respect to the Service herein. Customer expressly agrees that CenturyLink may use third party suppliers to provide the Service, provided that CenturyLink remains responsible to Customer hereunder. Service is subject to availability.

1.2. Service. The Service includes Cisco Webex Calling ("Webex Calling") and voice connectivity. In addition to the Service Customer must separately purchase and pay for Internet Connectivity for use with the Service.

2.1 Description. The Service is an Internet protocol ("IP") application that provides real time, two-way communication capability in IP over a broadband connection. Customer purchases the Service on a per license basis. Additional information regarding features supported by the Service is available from CenturyLink upon request.

(a) Cisco Webex Calling. As part of the Service, CenturyLink includes a cloud-based PBX unified communications service hosted by Cisco that consists of a core set of voice business communication features. Customer will receive the Webex Calling features, supported by CenturyLink. A list of Webex Calling features is available upon request. Webex Calling is available in two station types:

(i) Enterprise Station. Enterprise Station is a full feature calling and collaboration seat. The seat includes standard PBX telephony features and Webex team collaboration features. This station is intended for Customer's contractors or employees using the Service as part of their job duties.

(ii) Common Area Station. Common Area Station provides dial tone and limited telephony features intended for common area locations like a breakroom, lobby or cafeteria.

(b) Voice Connectivity. As part of the Service, CenturyLink provides voice connectivity, which includes connectivity to the Public Switched Telephone Network ("PSTN"), that allows inbound and outbound telephone calls for the Cisco Webex Calling component.

(i) Local, Domestic Long Distance, 8XX and On-Net Calls. Local calls, U.S. outbound domestic long distance, 8XX outbound calls, and On-Net Calls are included in the Service MRCs. An On-Net Call means calls between the Service and any of the following CenturyLink services: CenturyLink UCaaS SIP Trunk, UCaaS Hosted PBX, Hosted VoIP, IQ SIP Trunk, Managed Office, Managed Office Essentials SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, Cisco Webex Calling delivered by CenturyLink or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network. Inbound domestic toll free is not provided as part of the Service.

(ii) International Long Distance Calls. Additional per minute charges apply to all outbound international long distance calls except On-Net Calls. Standard per minute rates for international long distance are shown in the ISS. "ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/qcc_info_services.pdf and which is subject to change. The ISS contains the current standard rates for non-On Net international calls. International toll free services are not available with the Service. Inbound international toll free is not provided as part of the Service.

(iii) Operator Services. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf.

(iv) Directory Listing. An additional MRC applies to each basic business white page listing of a telephone number.

(v) Directory Assistance. A flat per call charge applies to directory assistance.

(vi) Available TNs. An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.

(c) Approved Devices. Any IP Phones, Analog Telephony Adapter, or other IP calling device ("collectively IP Device") used with the Service must be an Approved Device. "Approved Device" means IP Devices approved by CenturyLink for use with the Service. A list of Approved Devices is available upon request. All IP Devices used with the Service must include an operating system that complies with CenturyLink's minimum requirements; and be re-imaged or programmed by Customer to work with the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring IP Devices used with the Service.

(d) Products. Customer may purchase from CenturyLink certain IP Devices and other phone accessories manufactured by Cisco for use with the Service (collectively "Products"). All sales are final except as provided by manufacturer. Customer will pay all applicable shipping charges for the Product. Ownership and all risk of loss of Product except damage caused by CenturyLink, its agents or subcontractors, will transfer to Customer when the Product ships from the manufacturer. CenturyLink will invoice Customer for the Product upon delivery confirmation. Customer will notify CenturyLink in writing of any portion of the Product that does not operate materially in accordance with the manufacturer's specifications. Failure to notify CenturyLink within 10 days of actual delivery date constitutes final Acceptance. "Acceptance" means Customer agrees that CenturyLink has delivered the Product, that it operates materially in accordance with the manufacturer's specifications, and that Customer will fulfill its obligation

CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

for payment. CenturyLink will have the right to cure any portion of an order for Product(s) that has been rejected. Any portion that is not rejected and which is functionally divisible may be invoiced separately. All CenturyLink-provided Products are subject to all applicable terms and conditions set forth by Cisco, including but not limited to end-user license agreement (EULA), warranties, and return material authorization policies. Links to the Cisco End User License Agreement EULA and applicable Cisco warranties, if any, may be viewed at:

Warranties and EULA: <https://www.cisco.com/c/en/us/products/warranty-listing.html>

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

(a) Site Conditions. Customer is responsible for ensuring that its Customer data network/equipment and premise environment ("Customer Environment") is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment.

(b) Access. Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service, if provided as part of the Service for a specific Customer location. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

(c) Voice Services (Long Distance). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Schedule.

(i) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. All use of the voice services will comply with and be subject to the Services Guide, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Schedule by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.

(ii) Telemarketing. With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(iii) Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect Service on which the Non-completed Call Percentage Threshold was exceeded.

(d) International Call Billing. International charges are quoted in full minutes. Each international call that is not an On-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(e) Unsupported Calls. The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone, unless another telephony device from which the call can be originated via the end user portal is used. "Soft Phone" means software for an IP-enabled device that allows Customer's end users to use the Service to make and receive calls on that device.

(f) Area of use. The Service is intended to be used only at one location that is specified by the Customer as the place of use for a particular TN within the United States (not including U.S. territories). Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one location in any other location, unless Customer has requested a change of its Registered Location, and has received approval and the Registered Location Update Confirmation from CenturyLink as set forth in the "Use of Service at a Different Location" section below. Emergency response service calls automatically route to the appropriate emergency response service center based upon the Registered Location. If Customer or an end user tries to use the Service (i) at a location other than a Registered Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to emergency response services* and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service).

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- (g) Use of Service at a Different Location.** Customer may only use the Service at the Registered Location for that TN. Customer must obtain CenturyLink's approval to change the Registered Location by submitting a Registered Location change request at <https://portal.centurylink.com/au-centurylink-engage/app/911/request-address-update>. Customer must submit a Registered Location change request before using Service at any location other than the Registered Location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in emergency service calls being routed to the incorrect emergency response operator based on incorrect address information. Upon submission of Customer's Registered Location change request, CenturyLink will reject the request, or accept and begin processing the request. If CenturyLink accepts Customer's Registered Location change request the request will be processed and upon completion Customer will see a message that indicates that Customer's Registered Location has been updated to the address listed ("Registered Location Update Confirmation"). Any emergency response services calls placed prior to receiving the Registered Location Update Confirmation will be routed according to the last Registered Location. If, upon submission of a Registered Location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to emergency response services, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to dial emergency response services at another address without following the above address change process.
- (h) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.
- (i) Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Schedule. Customer is responsible for unauthorized use of the Service.
- (j) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, end users will be unable to access emergency response services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet Connectivity under the terms of that service); and (iii) the Customer Environment or (iv) IP Devices used with the Service. Additionally, the Service will not operate (*including, without limitation, end users will be unable to access emergency response services*) (v) while maintenance work is being performed, or (vi) if an IP Device or Soft Phone used with the Service is moved from the Registered Location for emergency response services (IP Devices and Soft Phones are assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a change of its Registered Location, and has received approval and the Registered Location Update Confirmation from CenturyLink as set forth in the "Use of Service at a Different Location" section above, Customer may move the IP Device or Soft Phone.
- (k) Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.
- (l) Telephone Numbers.** Customer must provision at least one telephone number ("TN") for use with Service. The TNs may be new TNs or Ported TNs. Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the date that Service is installed and billing for a Service begins ("Service Commencement Date") for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service termination, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.
- (m) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.
(can't really mess with call integrity/detail)
- (n) Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from telephone numbers that have not been ported to Service or have not been assigned by CenturyLink. ("Alien TNs"), including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN that belongs to Customer as a Calling Party

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Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be treated as long distance. "Calling Party Number" or (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

(o) **End User License Agreements ("EULA").** To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its end users use the third-party software with Service, the Service will support emergency response calling with the software, provided Customer and its end users expressly follow the instructions for emergency calling found in this Service Schedule and in the emergency services advisory for the Service. In part, those instructions state that a Customer end user must not use the third-party software client to dial emergency response numbers except from that end user's registered physical location. Use at a location other than the registered physical location may route emergency calls to an incorrect emergency call dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its end users become familiar with all of the functional limitations described in this Service Schedule and the emergency services advisory. The URL to access the CenturyLink emergency services advisory is <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>. It is also recommended that Customer and its end users maintain alternative access to emergency response services.

(p) **Cisco Terms of Use.** In connection with its use of Services, Customer agrees to comply with the Universal Cloud Terms, the Cisco Offer Description for the Cloud Offer, and the applicable Cisco EULA found at: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html> each as amended from time to time (collectively "Cisco Terms of Use"). Customer acknowledges that it has read and understands the Cisco Terms of Use and agrees to the bound by the terms thereof.

(q) **Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

(r) **Ancillary Device PCI Compliance.** Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

(s) **Security.** CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including, SMS text, facsimile and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary. Customer will ensure that all Customer data stored transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption. Customer is responsible for Customer's own network security policy and security response procedures.

(t) **SLA.** Service is subject to the SLA contained in Attachment 1. All other services, facilities, and components relating to Service, including without limitation Products, Internet Connectivity, CPE, the Customer Environment, and another carrier's IP network, are not included in the SLA measurement. The SLA credit is Customer's sole remedy for any nonperformance, outages, failures to deliver or defects in Service

(u) **Protected Data.** By ordering the Service, Customer provides its consent for Cisco to share Protected Data with CenturyLink and for CenturyLink to share Protected Data with Cisco, in each case to the extent required to provide the Service. "Protected Data" is defined in the Master Data Protection Agreement located at <https://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf>.

- **Internet Connectivity.** Internet Connectivity is not part of the Service and Customer must obtain it separately.

3.1 Customer Responsibilities

(a) Customer is responsible for providing internet access ("Internet Connectivity") that is compatible with the Service and meets the minimum speeds necessary to support the Service. Customer will be responsible for troubleshooting all Quality of Service ("QoS") and connectivity issues including, but not limited to, engaging the Internet Connectivity provider on outage and quality issues

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3.2 CenturyLink Responsibilities

1. If Customer experiences Service performance issues at any location, CenturyLink will work with customer to isolate the problem. However, CenturyLink's sole obligation will be to provide IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality issues associated with connectivity and CenturyLink will not work with an Internet Connectivity provider on behalf of Customer.

(b) The performance and quality of the Service depends upon the Internet Connectivity obtained by Customer. CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit. This includes, but is not limited to, placing and receiving calls (including emergency response calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

(c) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at any location related to or caused by the failure of the Internet Connectivity or any equipment of the Customer or Internet Connectivity provider.

3.3 Additional Service Limitations, Including Emergency Response Services Calls. If the Internet Connectivity selected by Customer does not have QoS, the parties agree that Customer may experience service limitations, call quality issues and/or failure of calls to complete at that location, including calls to emergency response services.

4. Access to Emergency Response Services.



WARNING

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

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

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

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *CenturyLink will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and CenturyLink recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HV1QSI911advisory.pdf>. Effective upon posting, CenturyLink may modify the Emergency Calling limitations or requirements provided in the Advisory if in CenturyLink's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.* Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

4.2 Limitation of Liability.

(a) CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO CENTURYLINK'S APPROVAL OF THE REGISTERED LOCATION).

(b) CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES

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THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

5. **Damage Cap.** *In no event shall CenturyLink's total aggregate liability arising from or related to Products or Service purchased under this Service Schedule exceed the total MRCs, NRCs, and usage charges paid or payable to CenturyLink for the affected Product or Service in the twelve months immediately preceding the first event giving rise to the cause of action.*
6. **Charges.** Customer shall pay all applicable MRCs, NRCs and usage charges for the Service. Charges for the Service are as set forth in the ISS, applicable tariff and the Order. New Service elements may be added to Service via a new Order. The rates for international long distance calls that are not On-Net calls, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). Notwithstanding anything to the contrary in the Agreement, if Customer terminates the Service prior to the end of the Service Term, Customer shall not be entitled to any refund of pre-paid amounts and Customer shall be responsible for 100% of any recurring charges which would have been charged for the remainder of the Service Term. This is a liquidated damage and not a penalty.
7. **Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Service to a third party.
8. **AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal> and incorporated by reference into this Service Schedule. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, websites, and products.
9. **E-Mail Information/Updates.** 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. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address with CenturyLink.
10. **MACDs.** "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for standard MACD remote configuration support is included in the charges for the Service. Charges for non-standard MACD will be quoted prior to commencement of work.
11. **CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

CISCO WEBEX CALLING DELIVERED BY CENTURYLINK SERVICE SCHEDULE

Attachment I

SERVICE LEVEL AGREEMENT for Cisco Webex Calling delivered by CenturyLink

- 1. AVAILABILITY LEVEL.** Service will be Operational and CenturyLink will maintain 99.9% availability of the Service (excluding standard scheduled maintenance intervals or force majeure events) over any one calendar month period ("Availability Level"). Products, Internet Connectivity, CPE, the Customer Environment, another carrier's IP network and/or outages directly related thereto and that are, in each case outside of the reasonable control of CenturyLink are excluded. As used in the definition of Availability Level, "Operational" means that all end users will have access to the Service for the purpose of initiating and/or receiving audio calls
- 2. DOWN TIME CREDIT.** For any service month where the Services do not meet the Availability Level ("Down Time"), CenturyLink will issue a credit to Customer equal to the amount of Service MRCs for affected Service paid in advance for the Down Time period; provided that (i) the Customer's use of the Services is impacted, (ii) the Down Time is reported to CenturyLink within twenty-four (24) hours of each occurrence, and (iii) Customer requests credits not more than thirty (30) days after each occurrence. The total service credits issued by CenturyLink for any service month will be up to a maximum of fifty percent (50%) of the Service MRCs for affected Service paid for the affected month.
- 3. CREDIT ADJUSTMENT.** The credit described above may be applied to Customer's invoice within 60 days of the defined amount owed.
- 4.**

CONFERRING SERVICE EXHIBIT

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

"Net Rate" means the Rate Per Minute, Per Participant Charges and are in lieu of all other rates, discounts, and promotions.

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

2. Service.

2.1 Description. This Service enables customers to conduct telephone conferences with multiple parties in multiple locations. Service includes Reservationless, Passcode, Operator Assisted, Event, and CenturyLink Web Conferencing. Customer has access to CenturyLink's Service and support 24 hours a day 7 days a week. CenturyLink provides Service both domestically and internationally from select equipment locations.

2.2 Types.

- (a) **Reservationless.** On-demand audio conferencing product that is available to moderators and participants 24 hours a day, 7 days a week, 365 days a year, without a reservation. Moderators are provided a dedicated dial-in number and passcodes. Moderators open and close their own calls. Reservationless service is limited to 300 participant lines.
- (b) **Reservationless GlobalMeet Audio.** For international moderators or domestic calls with international participants requiring Reservationless services that include local access numbers (LDD) and international toll free (ITF) numbers in countries around the globe. GlobalMeet Reservationless service is limited to 300 participant lines. LoCall numbers are non-geographic numbers within a country. LoCall numbers can be dialed from any location within a country, including fixed and mobile lines.
- (c) **Reservationless Audio.** For domestic or international moderators and calls with domestic or international participants requiring Reservationless services that include local access numbers (LDD) and international toll free (ITF) numbers in countries around the globe. Reservationless Audio service is limited to 300 participant lines. LoCall numbers are non-geographic numbers within a country. LoCall numbers can be dialed from any location within a country, including fixed and mobile lines.
- (d) **CenturyLink Web Conferencing.** An online meeting service that enables real-time interaction and sharing of data over the Web by moderators and participants during a conference. CenturyLink Web Conferencing is integrated with Reservationless Audio, and can also be used as a stand-alone product. CenturyLink Web Conferencing is limited to 125 participant lines.
- (e) **Passcode.** A moderator must reserve a Passcode audio conference. The call is opened automatically when the moderator enters the passcode. Passcode service is limited to 300 participant lines.
- (f) **Operator Assisted.** A moderator must reserve an Operator Assisted audio conference. The call is opened by an operator. The operator then leaves the conference and is available upon request by touch tone command. Call capacity may be thousands of participants.
- (g) **Event Auditorium.** An audio call that must be reserved and requires passcode entry. After passcode is entered, the participant is placed into conference. The call is monitored by an operator who attends the entire conference. All participant lines are muted. Audio Q&A is available and managed by the operator. Event Auditorium is limited to 4,000 participants.
- (h) **Event.** An audio call that must be reserved. Participants are answered by a live operator. The call is monitored by an operator who attends the entire conference. Call capacity may be thousands of participants. All participant lines are muted. Audio Q&A is available and managed by the operator.
- (i) **Bridge.** Equipment that mixes multiple audio inputs and feeds back composite audio to each station after removing the individual station's input. This equipment may also be called a mix-minus audio system.
- (j) **Transport.** The long distance portion of the call.

CONFERRING SERVICE EXHIBIT

2.3 Access Descriptions. CenturyLink provides a number of domestic and international access arrangements to bridging services.

- (a) **Access to/from bridging equipment located in the 48 contiguous U.S. states. Access locations include all U.S. states and territories and Canada.**
 - (i) **Toll – A moderator or participant may access any call by dialing the assigned toll number. The moderator or participant will incur any applicable transport charges.**
 - (ii) **Toll-free - A moderator or participant may access a call where toll-free access is available. The moderator will incur the applicable toll-free charges. Toll-free access is available from the United States, the U.S. territories, and Canada.**
 - (iii) **Local Access - In-Country Local Access is a non-North American toll number assigned to a specific country and bridge intended to provide local access to participants within the specific country. Some countries may not accept new orders and some may not accept portability orders.**
 - (iv) **ITFS - A toll-free number dialed from a particular country, and terminating in the United States. Each country uses a unique number. ITFS is available in international locations. Some countries may not accept new orders and some may not accept portability orders.**
 - (v) **Dial-out - An operator or the moderator dials a moderator or participant from the bridge. The moderator will be charged appropriate domestic or international dial-out rates.**
 - (vi) **Dial-me - A moderator or participant dials himself or herself from CenturyLink Web Conferencing. The moderator will be charged the appropriate domestic or international dial-out rates.**
 - (vii) **VoIP (Softphone) – A moderator or participant has the conference bridge call their computer rather than land line.**

2.4 Optional Features. Optional Features are available on request and require an additional fee

- (a) **Reservationless, Reservationless Audio, GlobalMeet and Passcode Optional Features:**
 - (i) **Audio Recording – The moderator presses touchtone telephone commands to begin recording the call. The moderator presses touchtone commands again to stop recording the call. Additional line in conference per minute charge applies. The recording is provided as a .wav or mp3 file that can be downloaded and hosted by the customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.**
 - (ii) **Remote Replay – The digital audio recording of a conference can be made available for playback 24 hours a day, 7 days a week, for as long as scheduled. Playback results in a per minute charge for each participant that accesses the recording.**
 - (iii) **Transcription - Conferences can be transcribed for participants in written format and delivered via email or CD.**
 - (iv) **Custom Greetings - Custom recordings in lieu of the generic greeting that participants hear when connecting to the conferencing service. Custom recordings may include but not limited to the company name or custom prompts. Available on Reservationless but not GlobalMeet or Reservationless Audio.**
 - (v) **Dedicated Toll & Toll Free Access Numbers – Toll and toll free access numbers that are dedicated to the customer, and not shared with other companies. Dedicated numbers are available on Reservationless but not on GlobalMeet or Reservationless Audio.**
- (b) **Web Conferencing Optional Features:**
 - (i) **Web Recording – A synchronized presentation with audio, public chat, Web tours, application sharing, and annotations included. Web Recording is provided as a Windows Media or Real Audio format file that can be downloaded and hosted by the customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.**
 - (ii) **Archive Hosting of Replay – Hosted Replay for 30 days; unlimited playbacks allowed. Can be viewed from within the account and have a forward option and password protection option.**
 - (iii) **Hosting Renewal Option – Archive hosting may be extended for an additional 30, 60, 90, 180, or 360 days.**
- (c) **Operator Assisted Optional Features**
 - (i) **Audio Recording – The operator records the call. Additional line in conference, per minute charge applies. The recording is provided as a .wav or mp3 file that can be downloaded and hosted by the customer or as a CD sent via normal delivery (U.S. mail) to mailing address for the account holder.**
 - (ii) **Remote Replay – The digital audio recording of a conference can be made available for playback, 24 hours a day, 7 days a week, for as long as required. Playback results in a per minute charge for each participant that accesses the recording.**
 - (iii) **No Show Fee – A per-line charge for lines that were reserved but not used. Allows for leeway of 10% of total reserved ports/ "no-shows" per call. No Shows are calculated as follows: Reserved Ports (minus) Maximum Concurrent Participant Ports (minus) Contracted Leeway (i.e.; free unused ports) = Billable Unused Participant Ports ("No Shows").**
 - (iv) **Participant List – A list of the names of the participants that attended the conference call.**
 - (v) **Operator Dial-out – Allows the operator to access an outside line to call a new participant and either place the participant into the conference or disconnect the participant.**
- (d) **Event Optional Features include the Operator Assisted Optional Features in addition to the following:**
 - (i) **Event Auditorium:**
 - a. **Click and Join – Online entry into Auditorium conferencing (captures participant list). Auditorium only.**
 - b. **Remote Replay Custom IVR – The set up charge for the first menu on an interactive voice response system for a participant to hear a replay. There are additional charges for additional menus.**
 - c. **Communication Line – An additional operator is on a private line with a representative of the moderator. The operator and representative can communicate about the number of participants, what participants to let in the call, and other details of the call. Additional Communication Lines may be added as required.**
 - d. **Host Controls - Web based moderator controls that allow the moderator to:**
 - i. **Send private instructions to the operator or other support team members.**

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- ii. View who has joined the audio portion of an event call.
- iii. Screen and prioritize the queue during question and answer sessions.
- iv. View immediate tabulations of surveys conducted during the call.
- e. **Basic RSVP Set Up** (Web-based) - The set up of a web system that allows participants to register for Event and Investor Relations calls asking a standard set of questions. It includes creation of participant confirmation emails, and question ordering and the use of customer logo on the website.
- f. **Basic RSVP** (up to 10 questions) - The use of the Basic RSVP system when a participant registers for an Event or Investor Relations call.
- g. **Enhanced RSVP** (up to 20 questions) - The use of the Enhanced or Custom RSVP system when a participant registers for an Event or Investor Relations call.
- h. **Phone RSVP support** (in addition to Basic or Enhanced) - The ability for a participant to register for an Event or Investor Relations call using the telephone. Must be used in conjunction with Basic or Enhanced RSVP per-use fee.
- i. **RSVP Reports** (CenturyLink provided) - A report containing the registration information of participants using RSVP services.
- j. **Real Time RSVP Reporting** (Web-based) - A web system to view the registration information of participants using RSVP services.
- k. **Broadcast E-Mail** - The ability to email participants before or after the call.
- l. **Broadcast Fax** - The ability to fax participants before or after the call.
- m. **Broadcast Voice** - The ability to call participants with a recorded message before or after the call.
- n. **Dedicated Dial-in Numbers** - Toll and toll free access numbers that are dedicated to Customer, and not shared with other companies.
- o. **Polling Merge Report (CenturyLink provided)** - Merging responses from a polling session during the Event or Investor Relations call with the participant information.
- p. **File Hosting** - Unlimited downloads of the Polling Merge and / or Real Time RSVP reports.
- q. **Translations** - Conference can be translated into most foreign languages with 24-hour advance notice.
- r. **Transcription** - Conferences can be transcribed for participants in written format and delivered via email or CD.
- s. **Operator Stand-by** - An additional operator who provides assistance for lost callers and/or participant assistance for callers entering incorrect passcodes.
- t. **Presentation Management** - Specialist coordinates rehearsals and provides presentation coaching and feedback.
- u. **A la Carte Event Production Services** - Any additional training or rehearsal sessions needed in conjunction with preparation for an Event Call.
- v. **Creative Services** - to design physical collateral for Customers to enhance an Event call.
- w. **Product Fulfillment** - A per packet charge for producing a collection of presentation materials associated with a conference Event.
- x. **Assembly/Modification** - A per page charge for the collating and altering of the fulfillment packet associated with a conference Event.
- y. **Event Basic Reports** - Is the pricing for a basic utilization report that captures all of the participants that dial into the recorded Replay.
- z. **Event Production.**
 - i. Event Content - Event consultants assist with materials that will be utilized as part of an event conference.
 - ii. Expedite Fee - a fee charged for Event Production orders provided outside of the 15 days notice to schedule.
 - iii. After-hours Support - Weekdays After 9pm and before 9am EST, weekends & holidays.
 - iv. Event Reschedule Before Rehearsal - a customer charge if the event is rescheduled prior to the rehearsal.
 - v. Event Reschedule After Rehearsal - a customer charge if the event is rescheduled after the rehearsal.
 - vi. Event Cancel Before Rehearsal - a customer charge if the event is cancelled prior to the rehearsal.
 - vii. Event Cancel After Rehearsal - a customer charge if the event is cancelled after the rehearsal.
 - viii. Event Recording Support - a scheduled session with customer participants and speakers intended to record a session for future use. Includes assembly of the call, editing and coordination with Audio Production.

(ii) Event Audio Optional Features include Event Auditorium Optional Features in addition to the following:

- a. **Pre-Recording Session** - A call may be recorded ahead of time and then be played into the live conference for participants. Speakers may attend the live call to answer questions during Q&A.
- b. **Custom Hold Music** - The customer may choose music to be heard by the participants while they wait on hold for the conference to begin.

3. **Term.** The term of this Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered under this Exhibit.

4. **Charges.** Customer will pay the Net Rates, rates and charges set forth in the Pricing Attachment. Customer will be charged for Service when Customer uses the Service. The rates do not include costs associated with local access.

5. **Damage Cap.** In no event shall CenturyLink's total aggregate liability arising from or related to the Service Exhibit exceed the total MRCs, NRCs and usage charges paid or payable to CenturyLink for the affected Service under this Service Exhibit in the twelve months immediately preceding the first event giving rise to the cause of action.

6. **Other Terms.**

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

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

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause, then Customer will pay any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

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

6.6 Conflicts. Unless otherwise set forth in this Exhibit or an Attachment to this Exhibit, if a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

Pricing Plan Code AU02017RATE

Function	Rate per Function
Reservationless Audio Conferencing	
Reservationless can be used anytime, on-demand with up to 300 connections per call. The service is automatically integrated with CenturyLink Web, if desired. There are no set up fees, no non-usage fees and no call minimum fees.	
Reservationless and GlobalMeet Dial In Toll Free Domestic	\$0.05 per minute per participant
Reservationless Dial Out / Dial me Domestic	
Reservationless Audio Recording	
Reservationless Audio Recording Replay	
Reservationless and GlobalMeet Dial In Toll	\$0.05 per minute per participant
Reservationless VOIP (Softphone)	
Reservationless Dial Out / Dial me International	\$0.05 plus the International RSS long distance rate per minute per participant for each country
Reservationless GlobalMeet and Reservationless Audio	
Reservationless Local Access from: Canada-Montreal	\$0.07 per minute per participant (bridging fee only)
Reservationless Local Access from: France-Paris, LoCall; Germany- Frankfurt, Munich, LoCall; United Kingdom-Belfast, Edinburgh, London, Reading, LoCall	\$0.10 per minute per participant (bridging fee only)
Reservationless Local Access from:	\$0.15 per minute per participant (bridging fee only)

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Austria–Vienna; Belgium–Brussels; Denmark–Copenhagen; Finland–Helsinki; Ireland–Dublin, LoCall; Italy–Milan, Rome; Japan–Osaka, Tokyo; Netherlands–Amsterdam; Norway–Oslo; Poland–Warsaw; Singapore; Spain–Barcelona, Madrid; Sweden–Stockholm; Switzerland–Geneva, Zurich	
Reservationless Local Access from: Australia–Melbourne, Sydney; Brazil–Rio de Janeiro, San Paulo; Bulgaria–Sophia; Czech Republic–Prague; China–Hong Kong; Estonia–Tallinn; Hungary–Budapest; Israel–Tel Aviv	\$0.22 per minute per participant (bridging fee only)
Reservationless Local Access from: Argentina–Buenos Aires; Chile–Santiago; Latvia–Riga; Lithuania–Vilnius; Luxembourg; New Zealand–Auckland; Panama–Panama City; Portugal–Lisbon; Romania–Bucharest; Slovakia–Bratislava; Slovenia–Ljubljana; South Korea–Seoul	\$0.25 per minute per participant (bridging fee only)
Reservationless Local Access from: Malaysia–Kuala Lumpur; Mexico–Mexico City; Russia–Moscow	\$0.30 per minute per participant (bridging fee only)
Reservationless Local Access from: India – Mumbai	\$0.35 per minute per participant (bridging fee only)
Reservationless Local Access from: Bahrain–Manama; China–Beijing, Shanghai; South Africa–Johannesburg; Taiwan–Taipei	\$0.45 per minute per participant (bridging fee only)
Reservationless Local Access from: China–LoCall; Casablanca–Morocco, Greece–Athens	\$0.55 per minute per participant (bridging fee only)
Reservationless ITFS Access from: France, Germany, Luxembourg, United Kingdom	\$0.15 per minute per participant (includes long distance and bridging fees)
Reservationless TFS Access from: Australia, Malaysia, Singapore, Denmark, Italy, New Zealand, Poland	\$0.20 per minute per participant (includes long distance and bridging fees)
Reservationless ITFS Access from: Estonia, Finland, Hong Kong, Israel, Monaco, Switzerland	\$0.25 per minute per participant (includes long distance and bridging fees)
Reservationless ITFS Access from: Austria, Russia, Belgium, Bulgaria, Greece, Netherlands, Hungary, South Korea, Sweden	\$0.30 per minute per participant (includes long distance and bridging fees)
Reservationless ITFS Access from: Brazil, Mexico, Slovakia, Bahrain, Japan, Portugal, Norway, Slovenia	\$0.45 per minute per participant (includes long distance and bridging fees)
Reservationless ITFS Access from: Argentina, Czech Republic, Panama, South Africa, China, Latvia, Cyprus, India, Spain, Taiwan, Thailand, Trinidad & Tobago, Uruguay	\$0.55 per minute per participant (includes long distance and bridging fees)
Reservationless ITFS Access from: Colombia, Costa Rica, Dominican Republic, Iceland, Indonesia, Lithuania, Phillipines, Turkey, Venezuela	\$0.75 per minute per participant (includes long distance and bridging fees)
Reservationless ITFS Access from: Chile, Croatia, Egypt, Ireland, Morocco, Peru, Ukraine, Vietnam	\$0.90 per minute per participant (includes long distance and bridging fees)
Reservationless ITFS Access from: Omar, Qatar, Saudi Arabia, United Arab Emirates	\$1.40 per minute per participant (includes long distance and bridging fees)
Reservationless ITFS Access from: Romania	\$2.00 per minute per participant (includes long distance and bridging fees)
GlobalMeet Audio for Skype	
GlobalMeet Audio for Skype for Business adds dial-in audio conferencing to Skype for Business Online. Meet with up to 300 audio participants with full audio conference controls. International access through Reservationless ITFS and Local pricing.	
Audio for Skype for Business – Dial In Toll Free Domestic	\$0.05 per minute per participant
Audio for Skype for Business – Dial Out/Dial me Domestic	
Audio for Skype for Business – Audio Recording	
Audio for Skype for Business – Audio Recording Replay	

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Audio for Skype for Business – Dial In Toll	\$0.07 per minute per participant
Audio for Skype for Business – Softphone / VOIP	
Audio for Skype for Business – Dial Out / Dial me International	\$0.05 plus the International RSS long distance rate per minute per participant for each country
Passcode Conferencing	
Passcode Toll Free Dial In	\$0.08 per minute per participant
Passcode Dial Out (North America)	
Passcode Toll Dial In	\$0.07 per minute per participant
Passcode Dial Out (International)	\$0.08 plus the International RSS long distance rate per minute per participant for each country
Reservationless, Reservationless Audio, and Passcode Additional Services	
Audio Recording mp3, wav, CD, or first download	\$100.00 per file
Additional CD's	\$150.00 per CD (up to 75 minutes)
Hosting Renewal – additional 30 days	\$35.00 per archive, hosted for additional 30 days, unlimited playbacks
Hosting Renewal – additional 180 days	\$150.00 per archive, hosted for additional 180 days, unlimited playbacks
Hosting Renewal – additional 360 days	\$200.00 per archive, hosted for additional 360 days, unlimited playbacks
CD Split	\$15.00 per split (editing charge for recordings over 75 minutes)
Transcription – 2 day turnaround	\$55.00 per quarter hour
Transcription – 24 hour turnaround	\$75.00 per quarter hour
Custom Greeting (not available with Reservationless GlobalMeet or Reservationless Audio —only available with dedicated toll and toll free access numbers)	\$150.00 per greeting
Dedicated Toll and Toll Free Access Numbers (not available with Reservationless GlobalMeet or Reservationless Audio) Minimum 100,000 minutes of Reservationless usage per month	\$150.00 per month
Post Conference Detail Report – automatically e-mailed to moderator	No Charge
Outlook Toolbar Integration, Host Controls and Mobile Apps	No Charge
24/7 Support with a live Help Desk Representative	No Charge
Training	No Charge
CenturyLink Web Conferencing	
Web Conferencing	\$0.05 per minute per participant
Unlimited Web Conferencing	\$25.00 per license, per month
Desktop Video	Included in the Web Conferencing charge
CenturyLink Web Additional Services	
Web Recording	\$25.00 per archive, hosted for 30 days
Web Replay – a one-time charge incurred when the recording is downloaded	\$100.00 for the 1st download of each recording
Hosting Renewal – additional 30 days	\$35.00 per archive, hosted for additional 30 days, unlimited playbacks
Hosting Renewal – additional 180 days	\$150.00 per archive, hosted for additional 180 days, unlimited playbacks
Hosting Renewal – additional 360 days	\$200.00 per archive, hosted for additional 360 days, unlimited playbacks
Operator Assisted Audio Conferencing	
A Scheduled call with up to 50 audio lines per call. An operator is not dedicated to the conference. Operator Assistance is available on demand by pressing *0 on your telephone key pad. Q&A is not available on Operator Assisted calls.	
Operator Assisted Toll Free Dial In	\$0.16 per minute per participant
Remote Replay Access (telephone only, also applies to Replay of Event & Event Auditorium calls)	
Operator Assisted Toll Dial In	\$0.15 per minute per participant
Operator Assisted Dial Out (North America)	\$0.16 per minute per participant
Operator Assisted Dial Out (International)	\$0.16 plus the International RSS long distance rate per minute per participant for each country
Operator Assisted, Event Audio, and Event Auditorium Conferencing Additional Services	
Audio-only Recording – 3-5 day delivery	\$100.00 per file
Audio-only Recording 24 hour delivery	\$200.00 per file
Audio File Editing – 5 business day turnaround	\$70.00 per ¼ hour
Audio File Editing – 3 business day turnaround	\$105.00 per ¼ hour
Audio File Editing – 2 business day turnaround	\$140.00 per ¼ hour
Audio File Editing – Studio CD mastering	\$105.00 premaster cd
Audio Production Editing rush charge (needs approval)	\$70.00 per rush

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Participant List 1-2 fields per participant	\$1.00 per participant
Participant List 3-5 fields per participant	\$1.50 per participant
Participant List 6+ fields per participant	\$2.00 per participant
No Show Fee	\$5.00 per line after leeway of 10% of total reserved lines
Event Auditorium	
Scheduled call with up to 4000+ audio lines per call. Participants enter a passcode to join the call and are placed on music hold until start time. At least one operator is dedicated to the Event throughout its duration. Operator-managed Q&A is included in Auditorium service.	
Event Auditorium Toll Free Dial In	\$0.24 per minute per participant
Event Auditorium Dial Out (North America)	
Event Auditorium Toll Dial In	\$0.22 per minute per participant
Event Auditorium Dial Out (International)	\$0.24 plus the International RSS long distance rate per minute per participant for each country
Event Audio	
Scheduled call with up to 4000+ audio lines per call. Operators greet participants as they enter and then place them on music hold until start time. At least one operator is dedicated to the Event Audio throughout its duration to aid in the production of the conference. Operator-managed Q&A is included in Event service.	
Event Audio Toll Free Dial In	\$0.31 per minute per participant
Event Audio Dial Out (North America)	
Event Audio Toll Dial In	\$0.30 per minute per participant
Event Audio Dial Out (International)	\$0.31 plus the International RSS long distance rate per minute per participant for each country
International Toll Free (ITFS) for Operator Assist, Event & Event Auditorium	
Event Audio ITFS access from: Australia, Austria, Belgium, Brazil, Bulgaria, Chile, Denmark, Estonia, France, Germany, Hong Kong, Hungary, Israel, Luxembourg, Malaysia, Monaco, Netherlands, New Zealand, Poland, Singapore, South Korea, Switzerland, United Kingdom	\$0.80 per minute per participant (in addition to the Event Audio Toll Dial In charge)
Event Audio ITFS access from: Argentina, Czech Republic, Greece, India, Indonesia, Japan, Latvia, Mexico, Norway, Portugal, Russia, Slovakia, Slovenia, Spain, Sweden, Uruguay	\$0.95 per minute per participant (in addition to the Event Audio Toll Dial In charge)
Event Audio ITFS access from: China, Columbia, Costa Rica, Ireland, Italy, Lithuania, Panama, Philippines, South Africa, Taiwan, Thailand, Trinidad & Tobago, Venezuela	\$1.30 per minute per participant (in addition to the Event Audio Toll Dial In charge)
International Local Access - Operator Assist	
Canada – Montreal, Toronto	\$0.36 per minute per participant
Singapore; Spain - Barcelona, Madrid; Belgium – Brussels, Liege; Germany - Frankfurt, Munich; France – Paris; Italy – Milan, Rome; United Kingdom - Belfast, Edinburgh, London, Reading	\$0.37 per minute per participant
Hong Kong; Israel - Tel Aviv; Luxembourg; Austria – Graz, Vienna; Australia - Brisbane, Melbourne, Sydney; Switzerland - Geneva, Zurich; Denmark – Copenhagen; Finland – Helsinki; Hungary – Budapest; Ireland – Dublin; Japan – Tokyo; Malaysia - Kuala Lumpur; Netherlands – Amsterdam; Norway – Oslo; New Zealand – Auckland; Poland – Warsaw; Portugal – Lisbon; Sweden - Stockholm	\$0.41 per minute per participant
Bulgaria – Sofia; Brazil – Rio De Janeiro, San Paulo; Czech Republic– Prague; Estonia – Tallinn; Lithuania – Vilnius; Latvia – Riga; Romania – Bucharest; Slovenia – Ljubljana; Slovakia - Bratislava	\$0.49 per minute per participant
Bahrain – Manama; China – Beijing; India - Bangalore, Mumbai, Delhi; Mexico - Mexico City; Russia – Moscow; Taiwan – Taipei; South Africa - Johannesburg	\$0.62 per minute per participant
International Local Access – Event Auditorium	
Canada – Montreal, Toronto	\$0.43 per minute per participant
Singapore; Spain - Barcelona, Madrid; Belgium – Brussels, Liege; Germany - Frankfurt, Munich; France	\$0.44 per minute per participant

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– Paris; Italy – Milan, Rome; United Kingdom - Belfast, Edinburgh, London, Reading	
Hong Kong; Israel - Tel Aviv; Luxembourg; Austria – Graz, Vienna; Australia - Brisbane, Melbourne, Sydney; Switzerland - Geneva, Zurich; Denmark – Copenhagen; Finland – Helsinki; Hungary – Budapest; Ireland – Dublin; Japan – Tokyo; Malaysia - Kuala Lumpur; Netherlands – Amsterdam; Norway – Oslo; New Zealand – Auckland; Poland – Warsaw; Portugal – Lisbon; Sweden - Stockholm	\$0.48 per minute per participant
Bulgaria – Sofia; Brazil – Rio De Janeiro, San Paulo; Czech Republic– Prague; Estonia – Tallinn; Lithuania – Vilnius; Latvia – Riga; Romania – Bucharest; Slovenia – Ljubljana; Slovakia - Bratislava	\$0.56 per minute per participant
Bahrain – Manama; China – Beijing; India - Bangalore, Mumbai, Delhi; Mexico - Mexico City; Russia – Moscow; Taiwan – Taipei; South Africa - Johannesburg	\$0.69 per minute per participant
International Local Access – Event Audio	
Canada – Montreal, Toronto	\$0.51 per minute per participant
Singapore; Spain - Barcelona, Madrid; Belgium – Brussels, Liege; Germany - Frankfurt, Munich; France – Paris; Italy – Milan, Rome; United Kingdom - Belfast, Edinburgh, London, Reading	\$0.52 per minute per participant
Hong Kong; Israel - Tel Aviv; Luxembourg; Austria – Graz, Vienna; Australia - Brisbane, Melbourne, Sydney; Switzerland - Geneva, Zurich; Denmark – Copenhagen; Finland – Helsinki; Hungary – Budapest; Ireland – Dublin; Japan – Tokyo; Malaysia - Kuala Lumpur; Netherlands – Amsterdam; Norway – Oslo; New Zealand – Auckland; Poland – Warsaw; Portugal – Lisbon; Sweden - Stockholm	\$0.56 per minute per participant
Bulgaria – Sofia; Brazil – Rio De Janeiro, San Paulo; Czech Republic– Prague; Estonia – Tallinn; Lithuania – Vilnius; Latvia – Riga; Romania – Bucharest; Slovenia – Ljubljana; Slovakia - Bratislava	\$0.64 per minute per participant
Bahrain – Manama; China – Beijing; India - Bangalore, Mumbai, Delhi; Mexico - Mexico City; Russia – Moscow; Taiwan – Taipei; South Africa - Johannesburg	\$0.77 per minute per participant
Event Included Services	
Managed Question & Answer Sessions	Included with Event Auditorium and Event Audio
Polling	Included with Event Auditorium and Event Audio
Operator Assisted, Event Audio, and Event Auditorium Conferencing Additional Services (Continued from above)	
Live Meeting (Web Conferencing Option)	\$0.30 per Minute per participant
Remote Replay Custom IVR	\$400.00 first menu
Remote Replay Custom IVR additional menus	\$150.00 per each additional menu
Communication Line	\$20.00 per first communication line
Additional Communication Line	\$50.00 per additional communication line
Host Controls	\$200.00 per call
RSVP Set Up	\$120.00 per set up
Basic RSVP up to 10 questions	\$10.00 per RSVP
Enhanced RSVP up to 20 questions	\$15.00 per RSVP
Phone RSVP	No charge – must be used in conjunction with basic or enhanced RSVP
RSVP Reports provided by CenturyLink	\$20.00 per report
Web-based RSVP Reports	\$100.00 per set up
Broadcast Email	\$0.05 per email
Broadcast Fax	\$0.10 per page
Broadcast Fax or Email Rush (24 hours notice)	\$70.00 per order
Broadcast Voice	\$0.05 per message
Dedicated Dial-in Number	\$140.00 per call
Polling Merge report provided by CenturyLink	\$80.00 per report
RSVP File Hosting	\$250.00 per file

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Translation	\$75.00 per quarter hour
Transcription 3 hour turnaround	\$150.00 per quarter hour
Transcription 6 hour turnaround	\$100.00 per quarter hour
Transcription 24-48 hour turnaround	\$70.00 per quarter hour
Translated Transcription	\$0.40 per word
Pre-Recording Session (Event Audio only) 3-5 days	\$1,000.00 per Event
Pre-Recording Session (Event Audio only) 1-2 days	\$1,500.00 per Event
Pre-Recording Session (Event Audio only) 6-24 hours	\$2,000.00 per Event
Pre-Recording Archival Fee – Storage of audio recording beyond 45 days	\$100.00 per month
Custom Hold Music (Event Audio only)	\$100.00 per call
Operator Stand-by (order at reservation time)	\$150.00 per call
Name on Entry (Event Auditorium only) – can capture name, company, phone, number sitting in, etc. Reservations apply absed on number of guests	\$3.00 per participant
Event Data CD (for audio files that cannot be downloaded from FTP Server)	\$200.00 per CD
Event CD Split/Editing (for audio files that cannot be downloaded from FTP Server)	\$20.00 per split (editing charge for recordings over 75 minutes)
Event Production with Web Services Package	
Event Content – Event consultants assist with materials that will be utilized as part of an event conference.	\$2,075.00 per call
A la Carte Event Production Additional Services – (1 hour minimum)	\$130.00 per 15 minutes
Expedite Fee	\$1,400.00
After-hours Support (Weekdays After 9pm and before 9am EST, weekends & holidays)	\$350.00
Event Reschedule Before Rehearsal	\$420.00
Event Reschedule After Rehearsal	\$2,000.00
Event Cancel Before Rehearsal	\$490.00
Event Cancel After Rehearsal	\$2,000.00

CONTENT DELIVERY NETWORK SERVICE SCHEDULE

1. General. This Service Schedule is applicable where Customer orders CDN Delivery Service ("Delivery Service"), CDN Mesh Delivery Service ("Mesh Service"), CDN Edge Compute Service ("Edge Compute"), CDN Orchestrator Service ("Orchestrator Service"), Intelligent Traffic Management Service ("ITM Service"), Object Storage Service ("Object Storage Service"), or Origin Storage Service ("File Storage Service"). Each of the Services may be referred to as "CDN Service(s)" or collectively as "Services" and may be provided by CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). Capitalized terms used in this Service Schedule but not otherwise defined will have their respective meanings set forth in the Agreement (the "Agreement"). If a conflict exists among the provisions of the Service Attachments, the order of priority will be the Service Schedule and then the Agreement. Certain Services are subject to geographic and/or feature availability and/or may require additional terms.

1.1 Additional General Terms.

For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 CDN Services may include the Services described in this section and certain key features and add-on Services as more fully described in the Order or Service Guide. Any other features or functionality, including add-on features or Services in an Order or that are self service via the Portal, not described or referenced in this Service Schedule will be provisioned under the Agreement pursuant to Lumen's then-current Service Schedule applicable to such features or functionality, copies of which are available upon request.

2.2 Delivery Service means an online service that enables the distribution of electronic files and media streams over the internet to end-users across the globe via Lumen's global network of CDN servers.

2.3 Storage Services: Both types of Storage Services features enable Customers to upload, store, and manage electronic files onto a storage platform for the purpose of delivering the stored content over the internet utilizing CDN Delivery Service or a third party CDN delivery service.

(a) CDN Object Storage is an online object based multi-tenant storage platform that stores electronic collateral into a cloud platform, under an object ID. For each data storage request, a single copy of the data object will be stored in a single data center within the selected Region. The object storage platform has a minimum 30 days of storage and 128 KB minimum object size.

(b) CDN File Storage (may also be referred to as CDN Origin Storage) is an online file based multi-tenant storage platform that stores electronic collateral onto a hard drive, in specific directories, under assigned folders or directories, and filenames.

2.4 Mesh Service means an online service that enables Customer to distribute electronic files and media streams over the internet or within a secured private network, to end-users via the Delivery Service or through client devices and end users' devices. This Service extends content delivery by enlisting end users' devices as nodes in a content delivery mesh network. Customer acknowledges and agrees that performance of the Mesh Service may be affected by the applicable end users' devices and network service plan. By using this Service, Customer will include in its website terms and conditions language substantially similar to the following to ensure consent from end users to use distributed delivery technologies: [Platform] uses multiple caching and data delivery technologies for the purpose of facilitating content distribution and enhancing performance for end users. You grant [Platform] the right to allow the [Platform] Service to make use of the processing capabilities, memory and bandwidth on your computer or other relevant device for the limited purpose of facilitating the transmission of content and other data or features to you and from your device directly to the devices of other users of the site, and to facilitate the operation of the network on which the [Platform] Service runs. You are solely responsible for any telecommunication or other connectivity charges incurred using the [Platform].

2.5 Orchestrator Service and ITM Service enables Customer, via an online management Service, to manage content deliveries and enforce customized load balancing rules across Lumen's and third-party global content delivery networks and through configurable rules.

2.6 Edge Compute Service (also referred to as CDN Edge Compute) is a solution providing a scalable, global environment of Docker containers, which are logical partitions of software environments that enable Customers to run distributed software applications (e.g. development, testing on common cloud computing virtual machines). In addition, and via CDN Edge Compute, Customer has access to a Software Marketplace made available by Lumen and its vendor that offers Customer optional, self-managed software that may be deployed on Customer's Docker container.

2.7 Service Levels Agreements ("SLAs" or "Service Levels"). The Service Levels are not available until after the Service Commencement Date except in the case of a trial Order where the SLA will not apply during the term of the trial. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by Lumen as supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Service credits are only available against the actual charges invoiced to Customer for the affected Service, whether MRC, usage based or otherwise. The actual time of an outage or failure is measured from the time Customer reports the affected Service is unavailable until the time the affected Service is restored and available; provided that a Service Level will not be deemed to apply nor will Customer be eligible for a Service Credit for outages, interruptions or failures due to Excused Outages and periods of permitted Suspension.

CONTENT DELIVERY NETWORK SERVICE SCHEDULE

2.7.1 Delivery and Mesh Services. Service Levels are monitored through third party or Lumen test-agents distributed globally across the Lumen content delivery network. Each test-agent takes sample measurements every fifteen (15) minutes to calculate SLA's.

(a) Availability SLA. The applicable Service is determined to be "unavailable" when test-agents by Region report a "request time-out", "connection refusal", "receive time-out" or other similar error message (collectively, "Unavailable" or "Unavailability"). The Availability SLA is calculated based on cumulative Unavailability of an affected Service within a Region for a given calendar month. If Lumen fails to meet the Availability SLA in a calendar month for the Region selected by Customer in the applicable Order, Customer will be entitled to a Service credit calculated by using the applicable credit due percentage in the table below.

For North America (NA) Region or European (EU) Region

Availability SLA	Availability	Credit (% of actual charges in month subject to the claim for credit)
99.99%	95% – 99.989%	15%
	90% – 94.9%	25%
	89.9% and below	3% credit for each 1% of Unavailability

For Middle East & Africa (MEAF), Latin America (LATAM), Asia Pacific (APAC) and Global (excluding delivery into China and India for which no Service Levels apply)

Availability SLA	Availability	Credit (% of actual charges in month subject to the claim for credit)
99%	95% – 98.9%	15%
	90% – 94.9%	25%
	89.9% and below	3% credit for each 1% of Unavailability

(b) Chronic Outage. Customer may elect to terminate without termination liability the affected Service for the Region selected by Customer in the Order if the Availability SLA within a calendar month is 60% or less. Customer must exercise its right to terminate the affected Service, in writing per the notice section of the Agreement, within thirty (30) days after the end of the calendar month in which the event giving rise to a right of termination occurs.

2.7.2 Storage Services. Lumen measures Customer's ability to access the Storage Services to upload, store, view and/or delete the objects and files stored within Customer's designated instances which reside on the applicable Storage Service platform. The Storage Availability SLA provides that Storage Services will be available to Customer 99.99% of the time during the given calendar month. If Lumen does not meet the Storage Availability SLA percentages in the table below, Customer will be entitled to the corresponding Service credit. Availability, expressed as a percentage, is calculated as one (1) minus, the total number of minutes in the given month minus the total number of minutes of downtime in that month, divided by the total number of minutes the given month.

Availability SLA	Credit (% of MRC in month subject to the claim for credit)
99.5 – 99.99 %	3%
99.0 – 99.5 %	5%
<99.00%	10%

2.7.3 Edge Compute Service Level. Edge Compute Availability SLA means the (Expected Available Time minus the "Edge Compute Outage" time) divided by the Expected Available Time and multiplied by 100. "Edge Compute Outage" means a period of time in a calendar month the Edge Compute Services were not available to deliver content to the Internet for 2 or more consecutive 2-minute periods. The Software Marketplace is not considered part of Edge Compute for purposes of this Service Level. "Expected Available Time" means the total minutes in a calendar month minus any Regular Scheduled Maintenance, upgrades or planned downtime. If the Edge Compute Availability SLA is not met in a given calendar month, Customer will be entitled to a Service credit in accordance with the table below:

Edge Compute Availability	Credit (% of actual charges in calendar month subject to the claim for credit)
> 99.95%	0%
99.0% to 99.95%	5%
98.0% to 98.99%	10%
95.0% to 97.99%	25%
< 95%	50%

CONTENT DELIVERY NETWORK SERVICE SCHEDULE

An Edge Compute Outage will not be deemed to have occurred due to: (i) Failure or errors with the Customer's hardware, network, or website code; (ii) DNS issues beyond Lumen or its vendors' direct control; or (iii) Failure to report an Edge Compute Outage to designated support.

2.7.4 ITM and Orchestrator Service SLA.

(a) Service Availability. The Availability SLA provides that the ITM and Orchestrator Services will respond to queries its resolution authority 99.999% of the time during any given calendar month. If Lumen does not meet this SLA, Customer will be entitled to a Service credit equal to either (i) charges for one (1) day of the allocated MRC or commit where a commit applies, or (ii) the average daily charge in a calendar month for usage based services.

(b) Administrative Portal Availability. The Availability SLA for ITM and Orchestrator Services provides that Customer's access to the ITM and/or Orchestrator Service Portal will be available 99.99% of the time during any given calendar month. If Lumen does not meet this Availability SLA, Customer will be entitled to a Service credit equal to either (i) charges for one (1) day of the allocated MRC or commit where a commit applies, or (ii) the average daily charge in a calendar month for usage based services.

(c) Chronic Outage. Customer may elect to terminate affected ITM or Orchestrator Service without termination liability if ITM or Orchestrator Service does not respond to queries for appropriately provisioned service under its authority for 30 consecutive minutes or more on three (3) or more separate occasions during any calendar month. Customer must exercise its right to terminate the affected Service, in writing per the notice section of the Agreement, within thirty (30) days after the end of the calendar month in which the event giving rise to a right of termination occurs.

2.7.5 General Terms for all Service Levels.

2.7.5.1 Limitations. The aggregate credits in any calendar month will not to exceed 100% of the actual amount billed for the affected Services in the month in which the right to a Service credit has occurred. If a single issue triggers more than one SLA, Customer will be entitled to receive the higher of the two credits. Service Levels are not valid for Customers with geographic restrictions on content delivery or in months in which a Disproportionate Peak occurs. Customer will not be entitled to Service credits under multiple SLA's for a single event. Regions notwithstanding, Lumen reserves the right to deliver content from anywhere on its content delivery network. The credits and any other remedies specified in this Section 2.7 are the sole and exclusive remedies of Customer for any interruptions or delays or other Service-related issues under this Service Schedule.

2.7.5.2 Lumen continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other modifications to any software, equipment or hardware utilized by Lumen to provide the Services, at any time upon notice. Lumen will use reasonably efforts to make modifications during the Regularly Scheduled Maintenance.

2.7.5.3 To be eligible for Service credits, Customer must be current in its obligations, and Customer must contact Lumen Billing Inquiries via the contact information provided on the invoice, open a ticket in the Portal or contact its account manager to report any service issues within 30 calendar days after the Service issue. Credits will not apply to any custom service. Cumulative credits in any one month must exceed \$100.00, or the local currency equivalent, to be processed.

3. Customer Responsibilities. Lumen will not be liable for any failure to perform due to Customer's failure to fulfill its responsibilities and requirements.

3.1 Charges.

3.1.1 Charge Components. Charges on the Order remain in effect during the Service Term. Charges are either tiered (i.e. based on pricing by each tier the total level of usage has fulfilled); or achievement (i.e. total usage by Region pricing at the highest tier achieved) as selected by the Customer on the Order. Charges may consist of all or some of the following: (a) a non-recurring installation charge per port; (b) a monthly recurring charge; (c) monthly usage based charges; (d) minimum revenue or data commits or associated uncommitted usage; and (e) expedite fees. The manner of monthly billing available by Service will be designated by Customer in the Order and may consist of the following: (a) Actual Usage; (b) 95th Percentile; (c) Client Usage; and/or (d) Container Usage.

Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent); and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

3.1.2 Customers may purchase certain optional Edge Compute Services or features within the Software Marketplace or the Portal. Pricing for self-service is detailed in the Portal and is invoiced in accordance with this Section 3. All Services purchased via self-service are governed by this Service Schedule.

3.1.3 Revenue Commitment; Termination.

(A) Where any Order includes a revenue commitment, Lumen will invoice based on an uncommitted usage plan or a monthly minimum revenue commitment. Monthly recurring charges are based on both the revenue commitment and actual usage charges. To the extent actual usage in a month exceeds the revenue commitment, Customer will pay the revenue commitment plus the actual usage.

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(B) The balance of any applicable minimum revenue commitment through the remainder of the Service Term is due and payable upon termination for convenience or termination by Lumen for default. Prepaid annual software licenses are not pro-rated or refundable for any reason.

3.2 Customer Information. Customer must provide and maintain an English-speaking point of contact with current, complete and accurate contact information reachable 24/7 and should be authorized to make or direct changes to the Customer's Service, as applicable.

3.3 Customer must provide Lumen with at least five business days advance notice of any network topology or system changes that may affect the Service. For changes that are Service or price impacting, changes must be agreed in a new Order before the change will go into effect.

3.4 Lumen may utilize a vendor and/or subcontract any or all Services to be performed under this Service Schedule. Customer must cooperate with Lumen and Lumen's vendors or subcontractors in coordinating setup of the Service.

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

3.6 Customer acknowledges that all third party components of the Service are subject to the applicable vendor's decision to (i) not continue to provide or renew its services and/or products with Lumen and/or (ii) modify or end of life a Service, feature or related component(s). If any of the foregoing occurs, Lumen will use commercially reasonable efforts to migrate Customer to another comparable Lumen service at any time. Migration will occur without regard to Customer's current term. Customer's failure to cooperate or reasonably agree to a transition plan may result in Service degradation or failure or Lumen's inability to provide the Services and Lumen will have no liability therefrom.

3.7 If utilizing an Application Program Interface (API), Customer agrees to use the most current version of an API and API terms and conditions, as applicable. Customer acknowledges that it may not be able to access the Services utilizing prior versions of APIs.

4. Additional Limitations and Disclaimers.

4.1 Intellectual Property; Customer Content; HIPAA.

4.1.1 Subject to mandatory statutory rights, each party agrees that it will not, directly or indirectly, reverse engineer, access software of the other party, or otherwise attempt to derive source code, trade secrets or other intellectual property relating to the Service from the other party. Customer warrants that it owns and will own all right, title and interest in the content or possesses or will possess all legally valid rights in the content necessary for the use of content as contemplated by this Schedule and notwithstanding anything to the contrary in the Agreement, Customer grants Lumen a limited, non-exclusive, world-wide royalty free license to any data or content provided by Customer in using the Service solely and exclusively for the purpose of and to the extent necessary to provide the Service.

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

4.1.3 Customer will not authorize any third party to use the Service, including without limitation the Lumen APIs. In the event Lumen provides Customer with (or with access to) software or equipment, Customer will not use, distribute or modify the software or equipment in any manner that would require that any software or equipment, components thereof, or other intellectual property of Lumen or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients.

4.1.4 Customer will indemnify, defend and hold Lumen, its directors, officers, and employees harmless from any loss, damage, expense or liability, costs and expenses (including reasonable attorneys' fees) related to any actual or alleged third party claim, including without limitation intellectual property infringement claims, arising from or relating to any content or services provided or delivered for Customer in connection with the Service.

4.1.5 Where Lumen might automatically replicate content uploaded in connection with the applicable Storage Service and retain such content during the Service Term, the Service is not a "vault" service and Lumen does not back up to offsite tapes or devices or provide restore services. Lumen recommends that Customer maintain a master copy of all content. Lumen will have no liability relating to the unauthorized use, disclosure of or destruction, loss or corruption of content.

CONTENT DELIVERY NETWORK SERVICE SCHEDULE

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

4.1.7 Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service in this Service Schedule to a third party vendor without the express written consent of Lumen; provided, however Customer may bundle Services with any other Lumen Service(s) or the services of Customer and provide such bundled service to Customer's subscribers and its customers.

4.1.8 Open Source. Certain Services, including CDN Edge Compute and Mesh Service, may include open source software and/or publicly distributed software (each, "open source software"), each of which is a separate and independent work and is subject to its own or open source or public license agreement ("Open Source License Agreement"). Customer agrees that open source software is licensed to Customer from the original licensor (and not Lumen) under, and are subject to, the terms of the applicable Open Source License Agreement, which Customer agrees to. Nothing in this Service Schedule will limit Customer's rights under, or grants Customer any rights that supersede or expand, the terms and conditions in the applicable Open Source License Agreement. For clarity, this Service Schedule is not intended to change or restrict the terms of any Open Source License Agreement, and Lumen does not seek to restrict, or receive compensation for, the copying or redistribution of open source software, which is otherwise freely re-distributable to third parties.

4.1.9 Customer Provided Software. If Customer elects to use Customer provided and/or licensed software (i.e. Bring your own license) in connection with Software Marketplace, Customer is solely responsible for (a) selecting, licensing, installing, maintaining software, including ensuring any related applications and systems are supportable; (b) ensuring adherence to current technical documentation, up to date versions, all applicable licensing terms, requirements, and/or restrictions; and (c) ensuring it has the legal right to use the software in this manner.

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

4.2 Personal Data Protection.

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

4.2.2 End User Information. Customer acknowledges that, by virtue of providing the Service, Lumen and its third party suppliers may need to process and store personal data of end users in connection with performance of Services wherever Lumen and/or its third party suppliers do business. Lumen and/or its third party suppliers may use personnel and resources in locations worldwide to support delivery of the Services. Customer agrees that Lumen or its vendors may transfer Customer or its end-users personal data across a country border, including outside the European Economic Area (EEA), and use processors and permitted subprocessors (including personnel and resources) in locations worldwide; provided that the parties will work together to ensure that any such data transfers are in accordance with applicable data protection laws.

4.2.3 If Customer will use the Services to process personal data subject to data protection law that requires specific terms in place with Lumen as a processor, Customer agrees that it is Customer's sole responsibility to request that appropriate terms are part of this Service Schedule.

4.2.4 End Users. With respect to end users' personal data, Customer is solely responsible for: (i) ensuring the lawful basis of such processing; (ii) notifying any end user that Customer has provided such end user's personal data to Lumen and its suppliers (if applicable) for the purposes of allowing Lumen and its suppliers to use, store and process personal data or content to the extent necessary to provide the Service, and that the end user's use of the Service may be monitored, by Lumen and its suppliers on Customer's behalf; and (iii) obtaining the consent of such end users for use, storing and/or processing.

4.3 Security; Disclaimers; Liability.

CONTENT DELIVERY NETWORK SERVICE SCHEDULE

4.3.1 Security. Customer acknowledges and agrees that use of the Service necessarily involves transmission of content over networks that are not owned, operated or controlled by Lumen and that it is Customer's responsibility to choose what, if any, security measures are needed to protect content, including caching directives. Lumen is not responsible for any content (including the security thereof) that is lost, altered, intercepted or stored across such networks or via use of the Services. Lumen and its third party suppliers do not warrant that security procedures will be error-free, that transmissions of content will be free of disruptions or secure or that unauthorized third parties will never be able to defeat Lumen's security measures or those of its third-party service providers.

4.3.2 Subject to Section 4.3.3 below, Customer acknowledges that Customer's selection of certain CDN Edge Compute Services endeavor to mitigate security events, but events may not always be identified and if identified may not be mitigated entirely, blocked or rendered harmless. Customer is solely responsible for implementing policies and reasonable security measures, properly configuring and using the CDN Edge Compute Service, and taking its own steps to maintain appropriate security, protection and backup of applicable content, information in cases where Customer can self-provision and self-configure the Services. Customer further acknowledges that it should consider any particular feature as just one tool to be used as part of an overall security strategy and not a guarantee of security and that the applicable Service or feature purchased under this Service Schedule is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which Lumen is not, and will not be, responsible.

4.3.3 DISCLAIMER. LUMEN AND ITS THIRD-PARTY SUPPLIERS HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET USER CONTENT. LUMEN AND ITS THIRD PARTY SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED INCLUDING (I) IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) THE QUALITY, ACCURACY, OR RELIABILITY OF THE SERVICES; OR (III) THE NETWORK CAPACITY OR QUALITY OF NETWORK SERVICES CONTROLLED BY THIRD PARTIES OR QUALITY OF END-USERS' HARDWARE OR EQUIPMENT (IV) 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. Neither Lumen or its suppliers will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer; and/or (ii) loss or corruption of data or information transmitted through the Service.

4.3.4 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Liability Limitations and Exclusions provisions in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the twelve months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). This limit applies collectively to Lumen, its affiliates, contractors and suppliers.

4.3.5 Indemnity. Customer will indemnify, defend, and hold Lumen, its affiliates, directors, employees and suppliers, and each of their respective employees and directors, harmless from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, resulting from or relating to any actual or alleged third party claim concerning (a) Customer's or any end users' use of the Service in a manner not authorized or in violation of this Schedule; (b) claims from end users or other third parties arising out of any violations of applicable law, including laws governing content, data privacy, and data protection, in connection with Customer's use of the Service.

5. Definitions.

"95th Percentile" is a billing model for certain Services in which the total outbound bytes of Customer content delivered from each Region is determined every five (5) minutes ("95th Percentile") and each total being a "Sample". The highest 5% of Samples are discarded, and the remaining Samples will be the "95th Percentile Sample" for that Region and converted to Mbps. Lumen will invoice Customer based on the 95th Percentile Sample at the price set forth in the Order. 95th Percentile billing assumes Customer's utilization of the CDN Service will not contain any Sample greater than three (3) times the 95th Percentile Sample ("Disproportionate Peak") where Lumen reserves the right to invoice Customer for all usage that exceed the 95th Percentile Sample using the Actual Usage billing model at a price per-GB transferred equal to 1/32 of the stated price per-Mbps. Lumen reserves the right to bill Customer for all charges avoided as a result of Abusive Usage.

"Abusive Usage" means Lumen's belief as reasonably supported by records, data and other evidence that Customer has intentionally manipulated Customer's usage of the CDN Service to lower the 95th Percentile Sample.

"Actual Usage" means the total bytes of content utilized or transferred at the price (e.g. per-GB) set forth in the Order.

"Client Usage" is a billing model for certain Services where Customer is invoiced for the peak number of end user clients who participated in sending and receiving content at the price per "end-user client" set forth in the Order. "End-user clients" means the peak number of end-user platforms (e.g. media players, browsers, download managers, set-to-boxes, etc.) that participated in receiving content from other end user platforms, and/or serving content to other end user platforms.

"Container Usage" is a billing model for certain Edge Compute Services where Customer is invoiced for usage based on total "Million Requests per Month" per container with an attainment-based discount schedule per month. Pricing is set forth in the Order unless Customer self-provisions via the Portal, in which case the applicable pricing is set forth in the Portal.

"Excused Outage" will also mean for purposes of this Service Schedule, the applicable SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA, for any event that adversely impacts the Service that

CONTENT DELIVERY NETWORK SERVICE SCHEDULE

is caused by: (a) the acts, inactions, omissions or errors of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications, the public Internet, or systems not owned or controlled by Lumen; (c) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (d) the unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service; (e) inaccessibility of third party service providers utilized by Lumen's vendors that are not within the applicable vendors' reasonable control; (f) Customer's failure to provide timely approvals and/or consents, including allowing Lumen to retune the Service as required for Lumen to provide the Service; (g) improper or inaccurate network specifications provided by Customer or changes to the network or systems of Customer without prior notification to Lumen; (h) third party content or technology, designs or instructions; (i) unsupported system configurations, devices and platforms to the extent it results in degradation or failure of Service(s); or (i) Customer breach of its obligations under the Agreement or this Service Schedule.

"Portal" means access to the online graphical user interface(s) system utilized in conjunction with the Services.

"Region" means a large geographic area such as North America as defined at Lumen's discretion.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the CDN Services. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, Lumen will: (a) provide Customer seven (7) days' prior written notice, (b) work with Customer to minimize interruptions, and (c) use commercially reasonable efforts to perform maintenance between midnight and 6:00 a.m. local time where the Services are located. Emergency maintenance may be performed on less or no notice.

"Product Specific Terms and Service Guide" or "Service Guide" collectively means (i) descriptions of add-on Services, other key features or functionality, or Third Party Marketplace Software made available to Customer, including through a Portal or the Software Marketplace; and/or (ii) rights, restrictions and terms applicable to use of certain key features or Third Party Marketplace Software. The Service Guide, located at <https://www.ctl.io/legal/content-delivery-network/service-guide/>, applies only to the extent Customer elects to purchase the applicable feature and may be updated from time to time, effective upon posting.

"Software Marketplace" means a portfolio of software made available within the Edge Compute platform and available to Customer's who purchase Edge Compute Service. In certain instances a Customer may utilize its own license.

"Suspension" means Lumen's suspension of the applicable Service as permitted by this Service Schedule or as otherwise allowed under the Agreement.

"Third Party Marketplace Software" means certain software on the Software Marketplace that requires additional terms as a condition of use.

LUMEN® CPE SERVICE SCHEDULE

1. General. This Service Schedule for Products and Services is attached to and subject in all respects to the Lumen or CenturyLink Master Service Agreement, CenturyLink Total Advantage, or CenturyLink Loyal Advantage Agreement between Lumen and Customer. Capitalized terms not defined herein are defined in the Agreement. Lumen will provide Products and Services under the general terms of the Agreement, this Service Schedule, the CPE Service Guide, any Order, and any other applicable Service Attachment. This Service Schedule may not be used for the purchase of voice, video, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Products and Services hereunder, the following order of precedence will apply in descending order of control: this Service Schedule, the CPE Service Guide, the general terms of the Agreement, any Order, and any other applicable Service Attachment.

1.1 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, LUMEN'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO PRODUCTS AND SERVICES PURCHASED UNDER THIS SERVICE SCHEDULE, UNLESS OTHERWISE STATED IN THE CPE SERVICE GUIDE OR ORDER, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE ORDER RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE ORDER.

CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S (i) ACTS, OMISSIONS, OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" IN THE UNITED STATES AND (ii) ANY ACTS OR OMISSIONS BY THE CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF PRODUCT AND SERVICES WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

1.2 Access to Emergency Response Services. *911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") where the Service fails or degrades for any reason, such as failures resulting from power outages and CPE failure (e.g., Internet connectivity). Customers with CPE capable of supporting 911 emergency services will be responsible for separately coordinating with their network or premise-based solution service provider for acquisition and support of 911 emergency services.*

2. Lumen CPE Products and Services.

2.1 Purchase. Customer may purchase Products and Services by executing an Order to Lumen. "Order" means either (a) a written document issued by Customer for the procurement of Products and Services from Lumen; or (b) a Lumen quote or service order signed by Customer. The Order must include, as applicable, the (a) part numbers, (b) quantities, (c) descriptions, (d) manufacturer system identifiers and/or serial numbers, (e) maintenance prices, and (f) Maintenance Term. Customer's purchase of Products and Services is subject to and controlled by the CPE Service Guide. Customer will comply with the terms and conditions set forth in the CPE Service Guide, which is available at <https://www.lumen.com/service-guides>. By executing an Order with Lumen, Customer warrants that Customer has read and agrees to the terms and conditions of the CPE Service Guide. Lumen reserves the right to amend the CPE Service Guide at any time. Customer's continued use of Products and Services constitutes acceptance of those changes. If an Order issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Schedule or the CPE Service Guide in any way whatsoever, notwithstanding any provisions in an Order to the contrary. Any Order must (a) reference and incorporate this Service Schedule, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the CPE Service Guide.

2.2 Lease Option. Customer may lease certain Products and Services pursuant to a separate lease agreement with a third-party lease provider or with Lumen (the "Lessor"). Lumen will provide the Product to Customer and receive full payment for the Product from the Lessor. If Customer fails to comply with the Lease, including without limitation, any requirements for final acceptance of the Product, which results in the Lessor's refusal to pay Lumen in full for the Product, Customer agrees to pay Lumen in full for the Product. Until Lumen is paid in full for the Product, Customer will at its own expense, keep the Product free and clear of any claims, liens, and encumbrances of any kind. "Lease" means a separate agreement with a third-party lease provider or with Lumen used to finance Product.

3. Customer Responsibilities.

3.1 Acceptance. For Products, "Acceptance" means Customer agrees that Lumen has delivered the Products identified in the applicable Order. Customer agrees that Lumen has delivered the Products when either; (a) the Products ship from the manufacturer where Lumen does not install the Products; or (b) the Products are delivered to Customer where Lumen or Lumen's designated third party installs or configures the Product. Customer will notify Lumen in writing of any portion of Products that do not operate materially in accordance with the manufacturer's specifications. Failure to notify Lumen within 10 days of actual delivery date constitutes final Acceptance. Lumen will have the right to cure any rejected portion of the Products. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

For Services, "Acceptance" means Customer agrees that Lumen has provided the applicable Services identified in the applicable Order. For maintenance Services, Customer agrees that Lumen has provided the Services when; (a) Customer Service Entitlement is established with Product manufacturer, and (b) Customer is notified of Entitlement by Lumen. "Entitlement" means Product manufacturer is obligated to provide Services to Customer. Customer will notify Lumen in writing of any portion of the Services that is unacceptable. Failure to notify Lumen within 10 days of Entitlement/job completion notification constitutes final Acceptance. Lumen has the right to cure any portion of the Services that has been rejected. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

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3.2 Charges. Charges for Products and Services will be specified in each Order and are due upon Customer's receipt of the invoice or as otherwise stated in the applicable Order. Non-recurring charges will apply to the purchase of CPE, Installation and all Maintenance types. Monthly recurring charges will apply to the purchase of CPEaaS. Certain charges and fees, including but not limited to expedite fees, may be set forth in the CPE Service Guide. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Charges are billed on an annual basis for non-standard part support and manufacturer-provided maintenance Services. The first annual payment is due upon Customer's receipt of Lumen invoice, and subsequent payments are due in full at the beginning of each subsequent year throughout the Service Term or for the full term. Lumen may cease providing the applicable Products and Services if payment is not made when due. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed Order. The MRC for CPEaaS will be used to calculate Contributory Charges, if applicable.

3.3 Term; Termination; Termination Charges. This Section replaces the Cancellation and Termination Charges section in the Agreement. The Products and Services will continue for the term specified in the applicable Order or the period of time necessary to perform the Products and Services identified in the applicable Order is complete ("Service Term"), unless terminated by either party pursuant to the terms of this Schedule. Except as otherwise provided, either party may terminate an applicable Products and Services upon 30 days prior written notice. Customer cannot terminate Orders for Products provided on a drop ship basis without prior written authorization from Lumen and issuance of a return material authorization ("RMA") number pursuant to Lumen's RMA Policies set forth in the CPE Service Guide. Customer will remain liable for charges accrued for the applicable Products and Services but unpaid as of the termination date plus, if applicable, any Termination Charges. Termination Charges are waived if Customer and Lumen execute a new Order with a value equal to, or greater than, the balance of the terminated Order and specifically designed to offset the terminated Order. For Products, Termination Charges equal 25% of Product price to Customer ("Restocking Fees"). Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to Lumen. If Customer breaches its obligations relating to an Order for Products after delivery, Lumen may, in addition to the Termination Charges and any other remedies: (a) declare all sums due and payable immediately; (b) discontinue discounts related to the Products; (c) cease installation or delivery or disconnect and deactivate Products until amounts due are paid; or (d) retake possession of Products and retain all sums paid by Customer as a setoff against expenses incurred.

For non-standard part maintenance Services, Termination Charges equal the (monthly rate of service(s) terminated) x (20%) x (months remaining in the term of the service). For manufacturer-provided maintenance Services, Termination Charges equal the unpaid balance for Service remaining in the Service Term. For Promet Maintenance and Centurion Maintenance Services, if Lumen has agreed to accept payment for Service in installments, Termination Charges equal 100% of any charges for Service that would have become due during the remainder of the Service Term.

The Service Term for CPE as a Service ("CPEaaS") commences upon Acceptance and will continue for the number of months set forth in the Order. Upon completion, the Service Term for CPEaaS will (a) expire for orders placed on or after December 17, 2018; or (b) automatically renew at the same rate for orders placed prior to December 17, 2018, and number of months (the "Renewal Service Term") unless, with at least 60 days' prior written notice, either party elects to terminate the Renewal Service Term. For orders placed prior to December 17, 2018, "Service Term" for CPEaaS means the first Service Term and each Renewal Service Term, as applicable. Termination Charges for CPEaaS equal (c) 100% of any charges for Service that would have become due during the remainder of the Service Term and (d) if notice of termination is received less than 60 days prior to expiration of the Service Term, and Lumen has already ordered the maintenance from its vendor for any applicable Renewal Service Term, Customer will also pay 100% of the amount paid by Lumen to the third party maintenance provider.

4. Definitions.

"Customer Premises Equipment" or "CPE" consists of hardware, software, and materials used in the transport and/or termination/storage of data, video and voice transmission.

"Products" means CPE and Software offerings from Lumen.

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

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

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding

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Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

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

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

3. Customer Responsibilities.

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

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

3.3 Letter of Agency. If applicable, upon the execution of an applicable SOW, Customer will sign a Letter of Agency giving Lumen the limited authority to directly notify the appropriate vendor for the purpose identified in the Letter of Agency. Customer may terminate this authorization at any time upon notice to Lumen. If applicable, Customer will also provide its vendors with a letter (with a copy to Lumen) acknowledging Lumen's role as Customer's agent solely as it relates to the purpose as specifically identified in such letter of agency. As soon as commercially practicable, Customer will provide Lumen with a copy of any contractual commitments between Customer and its vendor that Lumen must be aware of or comply with in order to dispatch such vendor accordingly.

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

4. Additional Service Limitations and Disclaimers.

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

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SERVICES AND DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND COMPLIANCE RELATED OBJECTIVES.

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

4.3 Intellectual Property; Software.

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

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

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

4.3.4 Third Party Software and Customer Technology. If Customer elects to use Customer provided and/or licensed software in connection with the Services or make such software available to its end users, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software. Customer acknowledges that Customer's failure to perform any of the foregoing responsibilities (a)-(b) may result in Lumen's inability to provide the Services, in which case, Lumen will have no liability for failure to provide such Services. To the extent required by Lumen to provide the Services pursuant to an applicable SOW, Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology and Content to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen. All right, title and interest in and to any Customer Technology and Content will remain solely with Customer, its affiliates and their licensors. "Customer Technology and Content" means the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

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

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

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fulfilling obligations related to the Services under this Schedule and the Agreement; and (iii) complying with applicable law governing the Services.

DDoS MITIGATION SERVICE EXHIBIT

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

2. Service Overview; Description. CenturyLink will provide the Service as more fully described in this Section 2.

2.1 The Service consists of managed network-based distributed denial of service ("DDoS") detection for Customers who receive Qualifying Internet Services from CenturyLink. A distributed denial-of-service attack is one in which many systems attack a single target, thereby causing denial of service for users of the targeted system. This typically results in the loss of network connectivity and services by consuming the bandwidth of the victim network or overloading the computational resources of the victim system. The DDoS Mitigation Service and associated steps or countermeasures are configured to reduce disruption of Customer's legitimate traffic. There may be geographic restrictions on where CenturyLink can provide the Service. Customer must verify with CenturyLink the availability of the Service in Customer's desired locations

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

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

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

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

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

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

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

4. Maintenance and Support. CenturyLink may periodically request that the Customer's traffic be placed into protect mode to retune and improve the effectiveness of the Service. This normal maintenance procedure is not expected to have any impact on the Service. If CenturyLink determines a retuning is necessary, CenturyLink will attempt to contact Customer to schedule a time to make necessary arrangements. Customer must work with CenturyLink to schedule these changes within five business days of receipt of the request from CenturyLink. If Customer doesn't respond and/or doesn't allow for retuning in a timely manner, then the Service may be less effective at detecting and mitigating Incidents until the retuning is accomplished and Customer will not be entitled to SLA credits. If CenturyLink determines that an emergency security change is required, CenturyLink will make the changes deemed necessary as quickly as possible and will use commercially reasonable efforts to contact the Customer's Site Contact prior to making said change.

DDoS MITIGATION SERVICE EXHIBIT

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

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

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

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

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

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

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

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

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

6. Personal Data Protection.

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

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

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Services to identify or attempt to identify any individual data subject. Customer also understands and agrees that CenturyLink will provide its findings regarding a DDoS attack to law enforcement as required by law.

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

8. Charges. Billing. Emergency Provisioning.

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

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

9. Term; Cancellation.

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

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

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

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

10. Additional Disclaimer of Warranty; Liability.

10.1 Customer acknowledges that the Services endeavor to Mitigate security Incidents, but such Incidents may not be mitigated entirely or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided herein is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services hereunder in accordance with the SLA, the Services are otherwise provided "as-is". CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER

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CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES OR THAT CENTURYLINK'S RECOMMENDATIONS, ASSESSMENTS, TESTS, REPORTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. Neither CenturyLink or its subcontractors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service.

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

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

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

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

14. Other Terms.

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

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

15. Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. "Acceptable Use Policy" or "AUP" refers to the applicable AUP incorporated by reference 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 rerouting of traffic through CenturyLink DDoS Service and initiating countermeasures with the intent to remove DDoS attack traffic identified by CenturyLink-supplied equipment located in CenturyLink's network. "Order Form" means a relevant ordering document signed by Customer and accepted by CenturyLink. An Order Form may also be referred to as a Quote, Order or Service Order. "Qualifying Internet Services" means the following CenturyLink Internet services that are compatible with the Service: CenturyLink IQ® Networking Internet Port and CenturyLink-provided Network-Based Security which uses CenturyLink IQ® Networking Private Port provided under separate terms and conditions. "Site Contact" means Customer's primary and secondary points of contact required for technical, security and site experience and expertise in Customer's network operations. CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and 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.

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

- 1. General.** Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes or Order Forms between CenturyLink QCC 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 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.

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(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 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

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operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

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

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

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

4.1 Pricing Methodologies.

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

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

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

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

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Service Commencement Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote,

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Order Form, or the pricing attachment or (b), if a service term is not shown in a quote, Order Form, or a pricing attachment, one year. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Service Commencement Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

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 the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

(a) Domestic Internet 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.

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.

10. Other Terms.

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

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

10.2. Cancellation and Termination Charges. This section replaces the Cancellation and Termination Charges set forth in the Agreement:

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

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

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

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

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

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

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

CITY & COUNTY OF DENVER - CO ("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.

CITY & COUNTY OF DENVER - CO

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT PRICING ATTACHMENT

1. Pricing.

1.1 Network Management Service MRCs.

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

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 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 NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	MRC	NRC
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notify	\$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. 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.

- (a) **Tiered.**

Tiered Fast Ethernet (100 Mbps) Internet Port Other Access	Net Rate MRC	Install NRC
10 Mbps	\$134.00	\$1,500.00
20 Mbps	\$150.00	\$1,500.00
30 Mbps	\$175.00	\$1,500.00
50 Mbps	\$209.00	\$1,500.00
100 Mbps	\$309.00	\$1,500.00

Tiered Gigabit Ethernet (1000 Mbps) Internet Port Other Access	Net Rate MRC	Install NRC
100 Mbps	\$309.00	\$4,000.00
200 Mbps	\$350.00	\$4,000.00
300 Mbps	\$410.00	\$4,000.00
500 Mbps	\$504.00	\$4,000.00
600 Mbps	\$520.00	\$4,000.00
800 Mbps	\$550.00	\$4,000.00
1000 Mbps	\$574.00	\$4,000.00

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT
PRICING ATTACHMENT

1.4 NRC Discounts.

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

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 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.

(a) Flat Rate.

Flat Rate 10 Gigabit Ethernet (10,000 Mbps) Internet Port Other Access	Net Rate MRC	Install NRC
10,000 Mbps	\$4,033.00	\$20,000

(b) Tiered.

Tiered 10 Gigabit Ethernet (10,000 Mbps) Internet Port Other Access	Net Rate MRC	Install NRC
1000 Mbps	\$828.00	\$20,000.00
2000 Mbps	\$1,279.00	\$20,000.00
3000 Mbps	\$1,600.00	\$20,000.00
4000 Mbps	\$2,000.00	\$20,000.00
5000 Mbps	\$2,533.00	\$20,000.00
6000 Mbps	\$2,900.00	\$20,000.00
7000 Mbps	\$3,100.00	\$20,000.00
8000 Mbps	\$3,400.00	\$20,000.00
9000 Mbps	\$3,700.00	\$20,000.00
10,000 Mbps	\$4,033.00	\$20,000.00

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

CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT

1. Applicability. This Service Schedule applies when Customer orders CenturyLink Managed Cisco SD-WAN Service ("Managed Cisco SD-WAN") and the associated Access Services as described herein (collectively, the "Services"). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the "Agreement"). Terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule shall control with respect to the Service herein. Customer expressly agrees that CenturyLink may use third party suppliers to provide the Service, provided that CenturyLink remains responsible to Customer hereunder.

2. Service Description. Managed Cisco SD-WAN is a management overlay that uses software, deployed on a CenturyLink-provided CPE appliance at Customer's location ("SD-WAN Device"), enabling Customer to build a homogeneous private network through different types of network connections. The SD-WAN Device establishes logical connections with other Customer edge CPE appliances across a physical WAN. CenturyLink supports Managed Cisco SD-WAN by using diverse cloud infrastructure and a password-protected management portal. Managed Cisco SD-WAN provides an entry point for Customer's locations by authenticating the site and establishing a secure channel between those locations. The management portal provides centralized configuration and management. Managed Cisco SD-WAN is available in the following service packages: Essentials, Enhanced, or Enhanced Plus. The Essentials service package provides hub and spoke connectivity and includes support for up to two (2) Virtual Private Networks (VPNs), standard analytics which provide Customer with visibility into the overall health of its network, and Quality of Service (QoS). The Enhanced service package provides mesh topology and includes support for up to five (5) VPNs, multicast, and all features included in the Essentials service package. The Enhanced Plus service package includes support for more than five (5) VPNs, predictive analytics which evaluate past network performance in order to predict future outcomes and trends, and all features included in the Enhanced service package. Managed Cisco SD-WAN must be used exclusively with CenturyLink provided transport. If Customer terminates the CenturyLink provided transport service associated with Managed Cisco SD-WAN either before or after service delivery, Managed Cisco SD-WAN shall also be terminated, and Customer must pay all applicable cancellation and termination charges. Customer understands that transport services other than the Access Services described in this schedule are ordered and contracted separately.

2.1 CPE Rental. The CPE associated with Managed Cisco SD-WAN is provided on a rental CPE basis and any software provided in association therewith or maintenance thereof is considered Service hereunder. CenturyLink offers the following maintenance options:

Next Business Day Response (NBD): If CenturyLink determines that there is an issue with Customer's CPE, CenturyLink will use commercially reasonable efforts to ship a replacement CPE device to Customer within the next business day if Customer notifies CenturyLink by 1:00 PM Mountain Time the prior business day. All service packages include NBD.

24x7 4 Hour Response (24x7): CenturyLink support is available twenty-four (24) hours per day, seven (7) days per week, including observed holidays. If CenturyLink determines that there is an issue with Customer's CPE, a technician will arrive at the Customer site within 4 hours of problem dispatch as determined by CenturyLink. Subject to availability, Customer may order 24x7 at an additional charge for each location.

If CenturyLink determines on-site installation or on-site maintenance are necessary, CenturyLink will provide a technician at the customer premises. In the event that CenturyLink dispatches a technician, the technician will be on Customer's premises for four (4) hours during standard business hours (8:00 AM to 5:00 PM local time). If CenturyLink determines that additional time is needed, Customer will be charged an additional \$250 per hour per technician. CenturyLink will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer's failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party.

2.2 CenturyLink Procured Third Party Provided Broadband and Cellular Back-Up Services. In conjunction with Managed Cisco SD-WAN, Customer may purchase CenturyLink procured broadband access service and/or cellular back-up access service ("Access Services") if available. Broadband access service is an unsecure local internet broadband connection. Cellular back-up access service leverages third party cellular network connectivity and is established utilizing CPE (internal modem or an external enterprise-class cellular-to-Ethernet bridge) in a back-up only or failover situation. If Customer purchases Access Services, those services are subject to the terms of this Service Schedule.

3. Administration and Management. CenturyLink or its supplier will perform ongoing management, monitoring, and reporting of Managed Cisco SD-WAN. Customer can submit configuration or change requests to CenturyLink by completing a Work Authorization Confirmation Approval Form. Customer may have the option to co-manage certain configurations. However, CenturyLink is not responsible for outage or security incidents that occur due to Customer changes or configurations. A list of the configurations eligible for co-management is available upon request. Customer will have read-only access to Managed Cisco SD-WAN. CenturyLink or its supplier will maintain global administrative access to Managed Cisco SD-WAN at all times and will maintain the root password for all functions. CenturyLink is not responsible for outages or security incidents that occur due to Customer change requests or configuration requests. CenturyLink is not responsible for any services, systems, software, or equipment Customer uses with Managed Cisco SD-WAN which are not provided by CenturyLink. CenturyLink will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers).

4. Charges. Customer shall pay the monthly recurring charges ("MRCs") associated with a CPE type, service package, and bandwidth level which Managed Cisco SD-WAN will support, non-recurring charges ("NRCs"), and usage charges (related to Access Services, if any) set forth in the Order in accordance with the Agreement. Customer shall also pay any applicable Ancillary Service Request Fees as set forth in the Order or Work Authorization Confirmation Approval Form. The Managed Cisco SD-WAN MRC includes the rental CPE MRC. Customer agrees to pay and/or reimburse CenturyLink for its additional time for

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fees, costs, and expenses resulting from Customer's failure to comply with this service and/or Customer's request for changes in services, unless such change is due to an act or omission of CenturyLink. In the event that Customer terminates the Managed Cisco SD-WAN and/or Access Service prior to the end of the Service Term, Customer must provide CenturyLink with 60 days' advanced written notice and Customer shall pay early termination liability as set forth in the Agreement.

5. Service Levels.

(a) If CenturyLink or its supplier causes Downtime which is not isolated to an issue with the SD-WAN Device, and the outage is not resolved within 12 hours, Customer will receive a service level credit equal to twenty percent (20%) of the MRC for the affected Managed Cisco SD-WAN service ("Availability Credit"). Customer will not be eligible for an Availability Credit during the first three months Customer's Service is activated. In no event will CenturyLink pay more than one Availability Credit per month per affected Managed Cisco SD-WAN service. If Downtime is caused by an issue with the SD-WAN Device, Customer will not be entitled to any monetary remedy. Instead, CenturyLink will ship a replacement device to Customer's premises according to the applicable maintenance time frame set forth in Section 2 as Customer's sole remedy.

(b) CenturyLink does not provide any service level credits for Service Unavailability for broadband access without cellular back-up service. The availability service level of broadband access is 99.99% when combined with cellular back-up service. In the event that CenturyLink fails to achieve the availability SLA, Customer shall be entitled to a credit as a percentage of its MRC for the affected broadband access service as follows:

Cumulative Unavailability (in hrs:mins:secs)	% of broadband access MRC
00:00:01 – 00:04:18 (99.99%)	No credit
00:04:19 – 00:43:00	10%
00:43:01 – 04:00:00	15%
04:00:01 – 12:00:00	30%
12:00:01 or greater	50%

(c) Definitions.

(i) "Downtime" is an interruption of Managed Cisco SD-WAN (for reasons other than an Excused Outage or caused by an issue with Customer's underlying transport) which is confirmed by CenturyLink. Downtime is measured from the time Customer opens a trouble ticket with CenturyLink to the time the Managed Cisco SD-WAN service is restored.

(ii) "Excused Outage" is defined as any event that adversely impacts the service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by CenturyLink or its third party providers; (c) scheduled maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (e) CenturyLink's lack of access to the Customer premises where reasonably required to restore the service; (f) Customer's failure to release the service for testing or repair and continuing to use the service on an impaired basis; (g) CenturyLink's termination of service for Cause or Customer's use of service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer; or (i) force majeure events.

(iii) "Service Unavailability" is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets from an individual Customer site over both (a) the broadband access and (b) cellular back-up service.

6. Ownership. For Managed Cisco SD-WAN and the associated rental CPE, no license is conveyed nor is any right, title, or interest in any intellectual property or other proprietary right transferred to Customer. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party or its licensors. The software and all copyrights, patent rights and all intellectual property rights related thereto are the sole and exclusive property of CenturyLink or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at CenturyLink's sole discretion), non-sublicenseable, non-assignable right to access and/or use the software solely in association with the Service hereunder during the service term. Customer shall not make error corrections or otherwise modify or adapt the software or create derivative works based upon the software. Customer shall not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing shall automatically result in termination of any license granted herein. Export restrictions must be followed for encryption technology.

CPE is the personal property of CenturyLink or its supplier, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink or its supplier. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter, or destroy any labels on the CPE and will allow CenturyLink or its supplier to inspect the CPE at any time. Customer must use not less than a reasonable standard of care to store and protect CPE and shall be responsible for providing a safe and secure environment for the equipment in accordance with CenturyLink's specifications. Customer agrees to: (i) not alter, move, or disconnect CPE and (ii) notify CenturyLink as soon as Customer is aware of any circumstances that may adversely affect the CPE or its operation. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend, and hold harmless CenturyLink, its affiliates, and suppliers for any such Loss. Customer agrees to advise

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CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

7. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined herein, then Customer must comply with the applicable higher value as required by law.

(a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including CenturyLink or a third party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to any and all indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

8. Customer Responsibilities.

(a) Customer is responsible for providing design specifications, including authentication methods and user role information. Customer is solely responsible for all equipment and other facilities used with Managed Cisco SD-WAN which are not provided by CenturyLink. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each such contact (the "Customer Security Contacts"). Customer will ensure that CenturyLink is informed of any changes to the designation of, and contact details for, the Customer Security Contacts. Customer will ensure that at least one Customer Security Contact is available to be contacted by CenturyLink at any given time (24x7x365). Customer shall ensure CenturyLink and its representatives and its third party suppliers have access to Customer sites for the installation, maintenance, and removal of equipment and services as scheduled, including obtaining all landlord approvals or letters of agency. Customer shall be responsible for providing a safe and secure environment for the equipment and will be responsible for loss or damage to equipment at Customer sites not caused by CenturyLink. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable delivery of Managed Cisco SD-WAN. Customer may not resell the services and may use the services only within Customer's sites. CenturyLink may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information necessary to use the Access Service.

(b) Use Restrictions. Customer will not use service: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network or infrastructure. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the services, including via Customer's facilities, if applicable, or (iii) in violation of CenturyLink's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

If Customer orders Access Services, Customer shall not use the cellular access service other than in backup capacity. Without limitation to CenturyLink's other remedies under the Agreement, CenturyLink reserves the right to charge, and Customer agrees to pay, for any misuse of cellular access services or its components, and/or or such usage in excess of CenturyLink's established data pool for Customer, separately at the rates then charged to CenturyLink by the third party cellular provider. Additionally, if CenturyLink provides Customer notice of such use of which CenturyLink becomes aware, CenturyLink may terminate the cellular access service within 10 days of such notice if such use does not cease. Any use of the cellular access service in a primary or non-backup manner will give CenturyLink the right to immediately suspend such service and Customer shall be liable to CenturyLink for any overage fees that may be charged to CenturyLink for use of the cellular access service beyond a failover. CenturyLink is not responsible, however, for monitoring for such usage by Customer.

(c) CPE Return or Replacement. CenturyLink will provide Customer with instructions on return of CPE. Customer will deliver CPE to CenturyLink in the same condition it was on delivery to Customer, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"). Where CPE rented from CenturyLink is replaced due to loss or damage (for example, damage from accident, misuse or abuse), Customer will pay: (i) the Replacement Cost for the damaged CPE, and (ii) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case.

(d) To the extent required by law, Customer acknowledges and agrees that it is solely responsible for: (i) notifying its employees, vendors, contractors, or other users that network communications/transmissions on the Customer's network may be monitored, screened, and/or logged by Customer or CenturyLink on Customer's behalf and (ii) obtaining the consent of such

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employees, vendors, contractors, or other users to such monitoring and/or logging (which may include, where sufficient at law, implied consent).

9. Customer's Security Policies. Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that CenturyLink will implement security policies relating to Services as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network, data, and computer systems. CenturyLink makes no guaranty that the services hereunder will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. CENTURYLINK MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. CENTURYLINK MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. Customer is responsible for backing up and protecting its own data against loss, damage, theft, or destruction. If any equipment or software not provided by CenturyLink impairs Customer's use of any service, Customer will nonetheless be liable for payment for all Services provided by CenturyLink. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with Managed Cisco SD-WAN, or that use common network features, have appropriate security controls. Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the service, such as planned outages, configuration changes, maintenance, or systems changes.

10. Special Terms for Access Services.

(a) CenturyLink will use reasonable efforts to procure the Access Service type per Customer site as identified in the Order. However, CenturyLink does not commit that a certain access service type or technology will be available at a Customer site.

(b) If the specific Access Service type set forth in an Order is not available, CenturyLink will so notify Customer and the Order for Access Services at that Customer site (and only that Customer Site) will be cancelled (other Customer sites under such Order will not be impacted). Additionally, if the MRC or NRC must be increased and/or additional construction costs may apply, CenturyLink will request Customer confirmation of such costs, which confirmation may be provided via e-mail and will be binding on Customer. If Customer fails to provide such confirmation within 10 business days, the Order for services at that specific Customer site shall be deemed cancelled.

(c) CenturyLink reserves the right to commence billing Customer and Customer shall pay for the Access Service MRCs if and to the extent that such access has been installed, CenturyLink is incurring charges from the supplier, and the remaining completion of service installation cannot occur due to Customer delay, inaction, or failure to perform the Customer obligations hereunder.

(d) To the extent that suppliers of Access Service have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, CenturyLink expressly reserves the right to make corresponding changes with Customer for such services. CenturyLink will provide Customer with as much advanced notice as is reasonable, given the notification provided to CenturyLink from such supplier. In the event of a termination, CenturyLink and Customer will work together in good faith to agree upon and expediently procure another type of Access Service at such Customer site.

(e) Stated speeds for access may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including but not limited to: physical layer line issues, overhead from encryption of network traffic, congestion within the public Internet, congestion within the underlying supplier access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet.

11. Modification or Termination of Access Services by CenturyLink. CenturyLink reserves the right to modify any features or functionalities of the Access Services upon 90 days prior notice to Customer. In the event that such modification materially affects the features or functionality of these services, then Customer, as its sole remedy, may cancel the affected cellular and/or broadband access service without termination liability for the Access Service(s), as long as Customer notifies CenturyLink in writing of such termination within 60 days of such notice from CenturyLink. Additionally, CenturyLink may, upon written notice, terminate the cellular and/or broadband access service at a site (either before or after Service delivery) if CenturyLink determines that the bandwidth and/or coverage is insufficient to support the Access Service at such site. In such case, CenturyLink will notify Customer via e-mail of termination of Access Service at such site and Customer shall not be billed for Access Service at that location. If the order for Access Service is cancelled pursuant to Section 10 or 11, Customer must purchase another form of CenturyLink provided transport or the order for Managed Cisco SD-WAN at that location will also be cancelled.

12. Additional Limitations. Managed Cisco SD-WAN Service is not available for residential addresses. Notwithstanding anything to the contrary in the Agreement, with respect to Managed Cisco SD-WAN Service or any Access Services, no indemnification, security or data protection obligations, warranties, or representations apply. CenturyLink's aggregate liability related to Managed Cisco SD-WAN Service shall not exceed the total charges paid to CenturyLink by Customer for Managed Cisco SD-WAN Services in the preceding 6 months.

13. Withholding Taxes. All invoices will be issued to Customer and paid in the currency specified in the Order, CenturyLink-issued quote, Order Form, or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are

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

14. Data and Information Notification to Authorized Users. Customer acknowledges that, by virtue of providing the Service, CenturyLink may need to process personal data of Customer's employees and users of the Service. Customer is the data controller of such personal data and CenturyLink is the data processor. Customer is solely responsible for ensuring the lawful basis of such processing, and for notifying any employee or individual that it permits to use the Service on Customer's behalf (an "Authorized User"), that it has provided such Authorized User's personal data to CenturyLink for the purposes of allowing CenturyLink to provide the Service, and that the Authorized User's use of the Service may be monitored, screened, and/or logged by Customer or CenturyLink on Customer's behalf.

(a) Indemnification. Customer will indemnify CenturyLink and its affiliates (and/or agents, respectively) against any claims of third parties arising out of Customer not acting in accordance with Section 15 and for any violations of applicable laws in connection with its use of the Service.

(b) In the event Customer and CenturyLink have entered into a data processing agreement whereby CenturyLink processes personal data on behalf of Customer, the Service shall be included within the scope of that data protection agreement and, if required, the parties shall amend such data processing agreement necessary to comply with applicable law. In the event Customer and CenturyLink have not entered into a data processing agreement applicable to the Services, the following terms shall apply:

1. Cross-Border Transfers. Customer acknowledges and consents to CenturyLink's and its affiliates' or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses, and/or email addresses) of the Customer for the sole purpose of: (A) providing and managing the Service; (B) fulfilling its obligations under the Agreement; and (C) complying with applicable laws. Customer represents and warrants that it will ensure that all information provided to CenturyLink is accurate at all times and will provide any required notifications to Authorized Users about the potential transfer of information to the United States and other countries. To the extent legally required, Customer and CenturyLink will enter into separate written agreements required to facilitate necessary cross-border transfers. Customer shall be responsible for notifying CenturyLink whether such written agreements are required.

(ii) Personal Data Processing. Customer acknowledges that, by virtue of providing the Service, CenturyLink, its affiliates, vendors, and/or agents may come into possession of, by way of example and not limitation, usage, billing, or other data containing personal and/or private information of Customer, its employees, and Authorized Users. Customer is the "data controller" and CenturyLink will be acting as a "data processor" (such terms defined under applicable law). Customer acknowledges that any processing of such information by CenturyLink, its affiliates, vendors, or contractors occurs exclusively at the direction and discretion of Customer, such direction and discretion exercised by acceptance of these terms. Customer further acknowledges and agrees that such possession is ancillary and not a primary purpose of the Service. Customer further represents and warrants that it has obtained, and will obtain, all legally required consents and permissions from relevant parties (including Authorized Users) for the use, processing, and transfer of the information described herein. To the extent legally required, Customer and CenturyLink will enter into separate written agreements required to comply with laws governing the relationship between a data controller and data processor with respect to the processing of personal data. Customer shall be responsible for notifying CenturyLink whether such written agreements are required.

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

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

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

2. Eligibility and Restrictions. Customer must order all the applicable Service elements in the Managed Data Bundle at the same time under an Agreement with a 24 or 36, or 60 month Term. CenturyLink may withdraw the offer under this Attachment on or before **September 11, 2021**. Orders and quotes associated with this Attachment will be subject to the terms of this attachment. CenturyLink may, in its sole discretion, determine how long it will accept orders and quotes associated with this Attachment.

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

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

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

¹Bandwidths increase in 10 Mbps increments.

²Bandwidths increase in 100 Mbps increments.

³The 1335P only supports Ethernet speeds up to 10 Mbps.

⁴Session Border Controller.

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

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

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

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

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

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

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

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

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

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

4. Term; Cancellation.

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

4.2 Cancellation. Upon cancellation of a Managed Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Managed Data Bundle Port Cancellation Charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. “Cause” means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Managed Data bundle quote or Order Form or (b) an amount equal to the NRC shown on the Product Pricer quote.

CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**1. Waiver of Cancellation Charges.**

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

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

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

4.4 Rental CPE Purchase. Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Rental CPE. NMS will continue on the purchased Rental CPE as part of the Managed Data Bundle package only if Customer purchases separate maintenance. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

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

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

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

(a) Replacement Program. CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program

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will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

Description	NRC
Add-On Connection Card Replacement Program	\$50.00 per Add-On Connection Card

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

7. Other Terms.

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

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

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

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

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

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

7.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Offer Attachment, the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

CENTURYLINK® MANAGED PREMISES FIREWALL SERVICE SERVICE SCHEDULE

1. General. This Service Schedule ("Schedule") is applicable only where Customer orders CenturyLink Managed Premises Firewall Service ("Service") and any of the Service features listed below and is provided by CenturyLink or an affiliate ("CenturyLink"). This Schedule replaces the former Managed Security Services Service Schedule for managed devices on premises (aka MSS-Premise). This Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the "Agreement"). In the event of any conflict between the terms of the Agreement and this Schedule, this Schedule will control.

2. Definitions. Any capitalized terms used in this Schedule and not otherwise defined will have the meaning set forth in the Agreement.

"Advanced Change" means any change that is not a Basic Change and an additional Order may be required to complete an Advanced Change.

"Basic Changes" are changes that do not directly impact Customer's overall product.

"Customer Provided CPE" means hardware, software, and other tangible equipment and intangible computer code it may contain that is provided, configured, deployed and managed by Customer and/or its designee. Customer is responsible for installing any software, whether Customer or CenturyLink provided, on Customer Provided CPE.

"Event" means any security abnormality detected by the Service and reported by the IDS/IPS feature. An Event does not necessarily constitute an actual security incident and must be investigated further to detect its validity.

"Excused Outage" will also mean, for purposes of this Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the applicable Service Level, for (i) failure of Customer CPE or any other failure or malfunction of equipment, applications, public internet, network or systems not owned, controlled or provided by, or attributable to CenturyLink; (ii) Customers' actions or omissions (including but not limited to not releasing the Service for testing/repair, failure or to provide timely approvals or consents, failure to provide and maintain current contact information and escalation lists; (iii) force majeure events; (iv) Regularly Scheduled Maintenance or emergency maintenance; (v) CenturyLink's lack of access to the Customer premises where reasonably required to restore any equipment, internet, network, or systems owned or controlled by CenturyLink and necessary to provide the Service; or (vi) Customer is in breach of its obligations under the Agreement or this Schedule.

"Incident" means any single Event or collection of Events that have been evaluated and deemed a security threat.

"Portal" means the Service specific web-based portal to which Customer will have access in order to monitor Customer's traffic and view Events.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the Service. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, CenturyLink will: (a) provide Customer seven (7) days' prior written notice, (b) work with Customer to minimize such interruptions, and (c) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time where the Service is located on which such maintenance is performed and. Emergency maintenance may be performed on less or no notice.

"Service Unavailability" is when Service is unable to pass traffic for reasons other than an Excused Outage.

"SOC" means CenturyLink security operations center.

3. Service Description. Premises Firewall Service, referred to as Managed Security Services on an Order, is a security service that manages and monitors traffic, utilizing the Managed Firewall described below, between the Internet and Customer's separately purchased CenturyLink MPLS/IP VPN network, CenturyLink IQ® Networking Private Port, CenturyLink Internet services, or third-party Internet services. CenturyLink continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other feature changes or modifications to any software, equipment or hardware utilized by CenturyLink to provide the Services, at any time. CenturyLink will use reasonable efforts to make changes during Regularly Scheduled Maintenance.

3.1 Service Features. The Service features described below are included with the Service or if noted may be purchased for an additional cost:

(a) Managed Firewall. Managed firewall, which may also appear as "firewall" in an Order, provides monitoring of Customer's web and file transactions using a unified threat management (UTM) device installed, managed, and monitored by CenturyLink on Customer's premises. CenturyLink Managed firewall (i) uses template-based firewall configurations to filter inbound and outbound traffic; and (ii) creates security logs that provide reports of corporate web activity and malicious content blocked. Security logs are only retained for a limited period of time. If the logs are available, Customer may request a copy for an additional charge.

(b) For an additional cost, Customer may purchase the following features:

2. Intrusion Detection and Prevention ("IDS/IPS"). The IDS/IPS feature of the Service monitors Customer's network traffic on a 24x7 basis for attack and misuse signatures. IDS detects and monitors web and network transaction activities for suspicious and/or malicious traffic or policy violations and, if detected, provides electronic alerts via the Portal. IPS is a network security/threat prevention tool that examines network traffic flows to help prevent vulnerability exploits. The IPS policy consists of a set of signatures, each of which has a severity and has a defined action to "pass," "alert" or "block."

3. Web Content Filtering. The Content Filtering feature is designed to classify and block known malicious URLs from affecting Customer's environment. "Good" URLs are categorized to help enable Customer to apply Internet usage policies.

4. Antivirus. Antivirus feature provides monitoring of the antivirus service elements of a UTM device that are intended to block malicious software over the following protocols: HTTP, FTP, IMAP, POP3, SMTP. CenturyLink will install and manage an antivirus policy for a single virtual domain. Network antivirus does not include quarantine. Application Control is included that enables visibility and user to set controls over numerous applications (e.g. social media, file sharing applications).

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5. Antispam. Antispam feature provides monitoring of the antispam service elements of a UTM device that are intended to tag or block email messages identified as probable unsolicited bulk email or "spam". CenturyLink will install and manage an antispam policy for a single virtual domain.

4. Equipment. Any equipment including any firewalls, intrusion detection devices, servers, and/or modems, and including the UTM devices provided by CenturyLink as part of the Services will be located on a Customer site. Upon expiration or termination of the Service Term, Customer will promptly return any equipment to CenturyLink in good working order (ordinary wear and tear excepted). If Customer fails to do so, Customer agrees to pay CenturyLink the equipment's fair market value (if the same is not returned to CenturyLink within thirty (30) days of the date of termination) or the cost to repair the firewall (if the same is returned to CenturyLink other than in good working order (ordinary wear and tear excepted)).

5. Charges and Customer Delays. Charges for the Service include: (i) non-recurring charges ("NRC") for installation and change requests, (ii) monthly recurring charge(s) ("MRC") for Service features Customer selects, and (iii) any additional charges as may be set forth in the Order. CenturyLink may install and invoice Service features contained in an Order separately.

Customer agrees to pay and/or reimburse CenturyLink for fees, costs and/or expenses related to or resulting from (i) any unreasonable delays or omissions in Customer's performance of its obligations to enable the Service, and/or (ii) additional installation or subsequent work required to be performed, caused by (a) Customer's request for changes (except as set forth in the Change Management section of this Schedule) to the applicable Service unless such change is due to an act or omission of CenturyLink, or (b) any other actions or omissions by Customer which materially affect CenturyLink's ability to perform its obligations hereunder. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. These charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>.

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

6. Change Management. Customer may request logical changes to the Service by raising a MACD (Move, Add, Change, Delete) request via a ticket through the Portal. The SOC will review the request and will advise whether the change is a Basic Change or an Advanced Change (with an associated charge).

The Basic/Standard Service package includes five (5) Basic Changes per month per instance without charge. Basic Changes exceeding five (5) may be subject to a charge of \$250, or local currency equivalent, per change.

7. Customer Responsibilities and Restrictions.

7.1 Customer Security Contacts. Customer will designate one primary and up to two additional Customer security contacts and provide email and telephone contact details for each contact (the "Customer Security Contacts"). Customer will assure the Customer Security Contacts and all associated details are accurate and current at all times and that at least one Customer Security Contact is available to be contacted by the SOC at any given time (24x7x365). CenturyLink will only accept, discuss or make changes to the Service with the registered Customer Security Contacts or via the Portal. Requests for changes to the list of Customer Security Contacts must be made by an existing Customer Security Contact.

7.2 Access to Managed Devices and Customer Sites. Customer agrees to provide CenturyLink with prompt, reasonable and safe access to any applicable Customer sites necessary for CenturyLink to provide the Service and to comply with any reasonable physical and environmental requirements as may be identified by CenturyLink. Customer is required to provide hands on assistance for the purposes of troubleshooting and/or diagnosing technical difficulties.

7.3 CenturyLink Provided IP Addresses and Domain Names. In the event that CenturyLink assigns to Customer an IP address as part of the provision of the Service, such IP address will (upon CenturyLink's request and to the extent permitted by law) revert to CenturyLink after termination of the applicable Order for any reason whatsoever, and Customer will cease using such address. At any time after termination, CenturyLink may re-assign the IP address to another user. In the event that CenturyLink obtains a domain name for Customer (which may be required in some jurisdictions), Customer will be the sole owner of such domain name. Customer will be solely responsible for: (i) paying any associated fees (including renewal fees); (ii) complying with any legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority; and (iii) modifying the domain name in the event Customer changes service providers. Customer will indemnify, defend and hold CenturyLink (and its employees, affiliates, agents and subcontractors) harmless from any and all third-party claims, losses, liabilities and damages, including reasonable attorney's fees) relating to or arising from Customer's use of domain names as described in this Schedule (including claims for intellectual property infringement).

7.4 Third-Party IP Addresses and Networks. If (i) any of the IP addresses identified by Customer as part of the Service are associated with computer systems owned, managed, and/or hosted by a third-party service provider ("Third-Party Provider") or (ii) any Customer equipment or any other computer systems to be monitored as part of the Service are part of a network owned, managed and/or otherwise controlled by, or collocated on premises owned, managed, and/or otherwise controlled by a Third-Party Provider, Customer warrants that it has and will maintain, the consent and authorization from such Third-Party Provider(s) necessary for CenturyLink (and its affiliates, agents and vendors) to perform all elements of the Service, including but not limited to any vulnerability scanning of the Third-Party Provider networks that may be reasonably necessary as part of the provision of Service. Customer agrees to facilitate any necessary communications and exchanges of information between CenturyLink and the Third-Party Provider(s). Customer will indemnify, defend and hold CenturyLink (and its employees, affiliates, agents and

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subcontractors) harmless from and against any and all third party claims, losses, liabilities and damages, including reasonable attorney's fees, arising out of Customer's breach of its warranties or obligations in this Section.

7.5 Third Party Software. If any third-party software or agent, including any corresponding documentation, is required in connection with the Service, Customer agrees to use the third party software strictly in accordance with all applicable licensing terms and conditions, including any click to accept terms required as part of the download/install process. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems, including third party software, is up to date and supportable. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink will have no liability therefrom, including for missed Service Levels.

7.6 Customer's Security Policies. Customer acknowledges that CenturyLink implements security policies at Customer's reasonable direction. Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Customer acknowledges that notwithstanding anything in this Schedule, the Service is not a warranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures.

7.7 Customer Network. Customer acknowledges that Customer network is Customer's sole responsibility. CenturyLink may provide Customer with guidelines for minimum system requirements, compatibility, and other information necessary to use the Service, and Customer is responsible for making any required changes to its network environment in order to utilize the Service.

7.8 Customer Change Notifications. Customer will provide CenturyLink with 5 Business Days' advanced notice by the submission or update of a critical server ticket through the Portal regarding any changes to the network or firewall environment. If advance notice cannot be provided, Customer is required to provide CenturyLink with such notification of changes within 7 Business Days of said network changes.

7.9 If Customer or CenturyLink detects the Service is being affected by a continuing error, conflict or trouble report, or similar issue (in each case a "Chronic Problem") caused by the Customer, Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to: (i) removing or modifying the existing Service configuration (or requesting CenturyLink to remove the same); (ii) making changes to Customer's network in order to adhere to CenturyLink's guidelines in order to utilize the Service; (iii) changing or replacing Customer's equipment or licensing and maintaining third party software required for the Service; (iv) failure of the access medium used by Customer to connect to Customer's Internet or IPVPN, including failing to assure adequate bandwidth to support the Service. If Customer has not remedied the Chronic Problem within 30 days of request by CenturyLink, then CenturyLink may suspend or terminate the Service.

7.10 Unless Customer requests otherwise and CenturyLink agrees, CenturyLink will store the security log files for a rolling 90 days and make the security logs available to Customer in the Portal. In the event any such security log files contain personal data, CenturyLink will not use such personal data except as necessary to provide the Service and provide relevant information to Customer. CenturyLink will not undertake any additional security measures for log files containing personal data.

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

CenturyLink personnel will not access or attempt to access personal data that is processed via the operation of the Service. Processing is typically carried out at machine-level and CenturyLink will not retain any copies of data longer than necessary to perform the applicable Service or perform under the Agreement.

7.12 Acknowledgement.

Customer acknowledges that, by virtue of providing the Service, CenturyLink and its third party suppliers may need to process or transfer log data or information in connection with performance of Services wherever CenturyLink and/or its third party suppliers do business, including outside the European Economic Area (EEA), and use processors and permitted subprocessors (including personnel and resources) in locations worldwide. Customer further acknowledges that CenturyLink has no obligation to back up and store any Customer metrics or log related data beyond the 90 day rolling time period detailed in this Schedule and after Agreement expiration or termination at which time CenturyLink will automatically delete all logs. Customer acknowledges and consents that it is solely Customer's responsibility to make copies of or obtain the logs obtained from the firewall services prior to expiration or termination.

7.13 Firewalls and devices, including any software on such devices, will be maintained and serviced only by or at the specific direction of CenturyLink. Customer will not (and will not permit any third party to) use, combine, modify, open, move, service (or attempt to service) or in any way interfere with a firewalls or other equipment or software provided by CenturyLink except as expressly permitted in writing by CenturyLink.

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7.14 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

8. Modification or Termination of Premises Firewall Services by CenturyLink. CenturyLink reserves the right to modify any features or functionalities of the Service upon 90 days' prior notice to Customer. In the event that such modification materially or detrimentally affects the features or functionality of the Service, then Customer, as its sole remedy, may notify CenturyLink of such impact and if CenturyLink cannot remedy within 30 days, then Customer may cancel the affected Service without termination liability with 60 days' advanced written notice. Additionally, in such case, CenturyLink will notify Customer via e-mail of termination of the affected Service and Customer will not be billed for the terminated Service.

6.

9. Portal. Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials") and is solely responsible for all activities that occur under the Credentials, including access to content. Customer agrees to notify CenturyLink promptly of any actual or suspected unauthorized use of any Credentials. CenturyLink reserves the right to terminate upon notice any Credentials that CenturyLink reasonably determines may have been accessed or used by an unauthorized third party. A monthly recurring charge will apply to any Customer users in excess of ten (10). Customer's primary Customer Security Contact will be given access to the Portal in order to facilitate access to reports regarding the Service and to facilitate the placing of change orders. The Service uses two-factor authentication ("2FA") for access to the portal. CenturyLink will provide Customer up to three security two-factor authentication tokens ("2FA Tokens") for access to the Portal. Customer will accept and comply with the End User Rules of Use associated with the 2FA Tokens. The 2FA tokens will be disabled for accounts that have not been active in more than six (6) months requiring such users to request new tokens if they wish to reestablish access. Access to the Portal's security areas is restricted to the authorized Customer Security Contacts. All information received by the Customer from CenturyLink through the Portal's security areas is deemed "Confidential", is solely for Customer's internal use and may not be re-distributed, resold or otherwise transmitted outside of Customer's organization.

10. Intellectual Property. The Service and CenturyLink provided software, and all copyrights, patent rights and all intellectual property rights are the sole and exclusive property of CenturyLink or its third-party provider or licensor(s). Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at CenturyLink's sole discretion), non-sublicenseable, non-assignable right to access and/or use the CenturyLink provided software or third party provided software solely in accordance with the Service; *provided, however*, Customer will not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the CenturyLink provided software except to the extent that applicable law prohibits reverse engineering restrictions, nor will Customer remove any disclaimers, copyright attribution statements or the like from the CenturyLink provided software and any breach of this Section will automatically result in termination of the license granted.

11. Disclaimer/Liability.

11.1 Disclaimer. Customer acknowledges the Services endeavor to mitigate security Events, but Events may not always be identified and if identified may not be mitigated entirely or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a warranty of security. The Service provided under this Schedule is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services hereunder in accordance with the SLA, the Services are otherwise provided "as-is". CENTURYLINK MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED, THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, THAT ANY SOFTWARE PROVIDED BY CUSTOMER WILL BE COMPATIBLE WITH THE SERVICE AND/OR THAT CENTURYLINK'S RECOMMENDATIONS, ASSESSMENTS, TESTS, REPORTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. Neither CenturyLink or its vendors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels and Chronic Problem Sections.

11.2 Direct Damages. Except for the payment and indemnification obligations of Customer, subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision and notwithstanding any cap on direct damages as may be set forth in the underlying Agreement, the total aggregate liability of each party arising from or related to a claim will not exceed in the aggregate (for all Services provided under this Schedule) the total MRCs, NRCs, and usage charges paid or payable to CenturyLink for the affected Services under this Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

12. Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Schedule without the express written consent of CenturyLink.

13. Service Level Agreement ("Service Levels" or "SLA"). The Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by CenturyLink as supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Credits are only available against the MRC for the affected Service. Service Levels do not apply to Excused Outages, periods of Suspension or to Chronic Problems.

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13.1 Availability. The Service will be available to pass traffic 99.9% of the total hours during every calendar month. For any day in which CenturyLink fails to meet the availability, response time, and notification and/or resolution Service Levels above, Customer will be entitled to a service credit equal to 1/30th of the MRC of the affected Service at the applicable Customer site. The service credit cannot exceed 1/30th of such MRC in any day.

13.2 Response Time Service Level Objectives (“Response Time SLOs). CenturyLink continuously monitors all firewalls and provides on-site maintenance and repair once CenturyLink has detected a firewall has experienced a failure. The on-site coverage is as follows:

- Next Business Day Response Time SLO with advanced replacement repair coverage and on-site coverage options available at each Customer site varies by country.
- **Four Hour Response Time SLO is available for an additional charge, where available, but requires separate contract documents to be executed.**

For purposes of this Schedule, “Business Day” means Monday through Friday.

13.3 Security Event Monitoring – Notification and Resolution SLA. If Customer’s package does not include IDS/IPS or if the Customer has disabled the IDS/IPS feature, this section does not apply. Customer may view the Event detail (including timestamp, Event name, attack type) on the Portal.

(a) Incidents. If CenturyLink’s systems alert the SOC that an Event or series of Events may impact the security of Customer’s network, a SOC analyst will analyze the Event(s) to detect if an Incident has occurred. If CenturyLink detects an Incident has occurred, CenturyLink will submit a trouble ticket on Customer’s behalf. Customer may also submit a trouble ticket if it believes an Incident has occurred. CenturyLink determines how Incidents are classified through the use of signature priorities, algorithms, event correlation, and professional judgment. CenturyLink reserves the right to modify the categories and classifications of Incidents. CenturyLink supports a notification Service Level and a resolution Service Level, as set forth below.

(b) Notification. If CenturyLink submits the trouble ticket on Customer’s behalf, CenturyLink will notify the Customer Security Contacts by phone or email (as agreed upon between the parties) of the occurrence of Incidents (i) within 15 minutes of CenturyLink classifying the Incident as Critical and (ii) within 30 minutes of CenturyLink classifying the Incident as High. If Customer submits the trouble ticket, there is no notification Service Level.

(c) Resolution. CenturyLink will use reasonable efforts to achieve the resolution timeframes for Incidents as identified below. All timeframes start upon CenturyLink’s validation and confirmation from Customer that action is necessary.

Event Monitoring and Notification Table

Priority Level	Target Resolution Time
Priority 1 – Critical A Network or application attack that has rendered Customer’s network inoperable or that poses an imminent threat of compromise.	Within 15 minutes of classification via telephone or email
Priority 2 – Major A Network or application attack that has caused essential applications or functionality to be significantly impaired.	Within 30 minutes of classification via telephone or email
Priority 3 – Minor An internal, unforeseen Customer network or application security issue or industry vulnerability.	Via weekly report
Priority 4 – Other* A non-time sensitive reported security issue. An informational request that may be explained in Portal FAQs, but nonetheless Customer would like to speak about the issue. This includes tuning requests.	Via weekly report

* For Low priority Incidents, these metrics are service objectives only. No service credits or other remedy will apply for failure to achieve these objectives.

13.4 Service Credits. For any day in which CenturyLink fails to meet the availability, response time, and notification and/or resolution Service Levels above, Customer will be entitled to a service credit equal to 1/30th of the MRC of the affected Service at the applicable Customer site. The service credit cannot exceed 1/30th of such MRC in any day.

13.5 Limits. If the Service is used in conjunction with CenturyLink provided MPLS, CenturyLink IQ Networking Private Port, Internet and/or Managed Network Services, Service Levels for those services are subject to separate Service Schedules. Notwithstanding anything to the contrary, in no event will the aggregate service credits available in this Schedule in any month exceed the 100% of the MRCs for Services provided during the month.

13.6 General Terms for all Service Levels. To be eligible for credits, Customer must be current in its obligations, and Customer must contact CenturyLink Billing Inquiries via the contact information provided on their invoice, open a ticket in the Portal or contact their account manager to report any issue for which Customer thinks a Service Level may apply within 30

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calendar days after the issue occurs. Credits will only apply against the applicable MRC for the affected Service, and will not apply to any other services provided by CenturyLink. Duplicative credits will not be awarded for a single failure, incident or outage. The Service Level credits and termination rights stated in this Schedule will be Customer's sole and exclusive remedies with respect to any service failure or outage.

LUMEN NETWORK FIREWALL SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Network Firewall Service ("Network Firewall Service") which may be designated as "Enterprise Security Gateway" (ESG), "Adaptive Network Security" (ANS), or "Network Based Security" (NBS), and related features as further described below in the Order, Order acceptance, service delivery, billing and related documents (collectively, the "Services"). Services may be provided by CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer (the "Agreement"). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and this Service Schedule, this Service Schedule will control.

1.1 Additional General Terms. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services. Network Firewall Service is a security service that manages and monitors traffic between the Internet and Customer's separately purchased Lumen MPLS/IP VPN network, Lumen IQ® Networking Private Port, Lumen Internet services, or third-party Internet services. Lumen continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other feature changes or modifications to any software, equipment or hardware utilized by Lumen to provide the Services, at any time. Lumen will use reasonable efforts to make changes during Regularly Scheduled Maintenance. Customer must purchase at least one (1) Lumen provided MPLS/IP VPN port to utilize ANS Site with Secure Access Cellular Service. MPLS/IP VPN is sold under separate terms and conditions.

2.1 Service Features. The following additional service features may be purchased by Customer:

(a) Firewall. Firewall provides monitoring of Customer's web and file transactions using a unified threat management (UTM) device installed by Lumen within a Gateway. Firewall uses template-based firewall configurations to filter inbound and outbound traffic. The Firewall feature also creates security logs that provide reports of corporate web activity and malicious content blocked. Security logs are only retained for a limited period of time. If the logs are available, Customer may request a copy for an additional charge.

(b) Intrusion Detection and Prevention ("IDS/IPS"). The IDS/IPS feature monitors Customer's network traffic on a 24x7 basis for attack and misuse signatures. IDS detects and monitors web and network transaction activities for suspicious and/or malicious traffic or firewall policy violations and, if detected, provides electronic alerts via the Portal. IPS is a network security/threat prevention tool that examines network traffic flows to help prevent vulnerability exploits. The IPS firewall policy consists of a set of signatures, each of which has a severity and has a defined action to "pass," "alert" or "block."

(c) Content Filtering. Content Filtering feature is designed to classify and block known malicious URLs from affecting Customer's environment. "Good" URLs are categorized to help enable Customer to apply Internet usage policies.

(d) Application Awareness and Control with ANS Premium. Application Awareness and Control is a feature that (1) enables visibility to traffic passing through the firewall using advanced application identification, (2) provides controls by enforcing selected firewall policies based on application identification.

(e) Data Loss Prevention ("DLP"). The DLP feature scans or filters outbound traffic to detect potential data ex-filtration transmissions. DLP is designed to monitor, detect, block information designated as sensitive by the Customer, and alert Customer to take action.

(f) Anti-Malware Sandboxing. Anti-Malware Sandboxing analyzes files by looking for malicious indicators, including host changes, outbound traffic, and attempts to bypass anti-virus analysis. If detected, a signature to address the threat is created and implemented.

(g) Adaptive Network Security Mobility. Adaptive Network Security Mobility may be delivered by Secure Sockets Layer Virtual Private Network ("SSL VPN") or by IPSEC. Delivery by SSL VPN requires an Internet connection and a standard SSL enabled web browser. If delivered by SSL VPN, Adaptive Network Security Mobility securely provides access to Customer's internal network for remote users and allows Customer's end users to remotely connect to Customer's network. At the external port, the URL directs the traffic to Customer's appropriate network access point. If delivered by IPSEC, Customer's or the applicable end user is required to license and install Endpoint Client Software on the end user's work station. Lumen is not responsible for issues caused by the installation or use of the Endpoint Client Software on Customer devices. Export restrictions must be followed for encryption technology. Adaptive Network Security Mobility provides an encrypted layer 3 connection into Customer's network.

(h) Log Streaming. Log Streaming is an optional feature available with certain Service package types as determined by Lumen that allows Customers to receive logs and security event data at Customer's designated infrastructure destination for third party event monitoring and in-house analytics.

Customer acknowledges that Log Streaming service must be setup over an encrypted session. This Log Streaming feature requires Customer to provide Lumen with a digital SSL certificate to be loaded on to Log Streaming platform in order for the traffic to be sent over an encrypted session. Customer is responsible for configuring Customer's SIEM (Security Information and Event management) platform and network environment to allow, accept and store logs and/or security events transmitted by Lumen. The Log Streaming feature delivers Event notifications for up to 2 Customer provided SIEM or IP addresses. Customer acknowledges that Event notifications sent to the SIEM are delivered over the Internet and such delivery may fail due to Internet connectivity issues outside of Lumen's control. Customer, and not Lumen is responsible for storage of the logs received; however, Lumen has

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the ability to send/resend buffered logs if needed for up to 14 days. Customer acknowledges and agrees that Log Streaming is provided “as-is” and “as available” and Lumen will have no liability related to or arising from use by Customer of this feature.

(i) Visualization. Threat Visualization provides a fixed single portal view of the near real time threat landscape for Adaptive Network Security Basic and Premium Services. Customers can view interactions with malicious sites, but no automated actions are taken.

(j) Rapid Threat Defense. Rapid Threat Defense is available with the Adaptive Network Security Premium Service package, is an automated threat detection and response capability designed to detect and block threats based on Customer's defined Adaptive Network Security Firewall policies. The Customer selects a security posture based on threat risk score. When threats are discovered that meet or exceed the selected risk score, countermeasures designed to block or prevent access to the malicious entities are automatically deployed and augmented to Adaptive Network Security Firewall policies. Customers must set a security posture threshold for the automated response to take effect, except for Allow and Block IPv4 CIDR lists. These lists are independent of a security posture risk score settings and always take precedence on the ANS Firewall instance policy. Due to the varying nature of malicious activity, Lumen cannot guarantee that all malicious activities or sites intended to be blocked will be identified, detected and blocked. Customer acknowledges that Lumen is implementing actions at Customer's request and in accordance with Customer identified criteria and Lumen is not responsible for the effectiveness of the blocking of all offending sites or malicious activities. Customer's can view automated actions via Threat Visualization.

Customer networks with multiple Adaptive Network Security Gateway Firewall instances must enable Premium Service Level Package across all Gateway firewall instances. Failure to do so may result in the override of Customer owned and managed premises firewall policies with Rapid Threat Defense.

(k) Digital Certificate exchange. The Lumen Certificate Management System (CMS) platform is an automated, systematic and secure way for Customers to generate, store and place and/or change digital certificates on Lumen security devices. The CMS provides auditable security around the handling and storage of all digital key materials of Customer within a private container and security with an independent encryption key. Lumen provides a secure process to move the certificate from that secure storage to the security end device within Lumen's private management network, via a secure Transport Layer Security (TLS) protocol, endpoint connection validation, and role-based access control (RBAC) for the account used to authenticate the actions requested. The CMS feature is made available to Customer as a convenience and is provided “as-is” and “as-available” with no applicable SLA.

(l) ANS – Site. ANS – Site enables Customer to set up a network connection and establish an encrypted IPSEC tunnel across the Public Internet between the Customer remote location via configuration and deployment of a Customer owned or Lumen managed router or premises firewall, with aggregation through ANS to Customer's Lumen provided MPLS/ IP VPN, another ANS-Site with ANS Basic no Features, and/or the Public Internet with ANS Basic or Premium features.

ANS Site Remote Access IPSEC Non-Standard Encryption. ANS offers a remote access IPSEC Virtual Private Network (VPN) capability that enables Customer to build VPNs over the public internet by encrypting traffic between each VPN endpoint using IPSEC. When ordered by Customer, Lumen will configure and support a Lumen non-standard IPSEC VPN with no phase 2 encryption algorithm for the purpose of connecting to the Customer's contracted public cloud security provider. This type of IPSEC configuration does not encrypt the data traversing the VPN and is commonly referred to as an IPSEC NULL Encryption tunnel. As defined within RFC2410, NULL encryption is only suitable where data confidentiality is not a concern. Lumen is not responsible for any Customer security vulnerabilities or sub-standard performance over the encrypted tunnel due to the lack of phase 2 encryption at the ANS Gateway.

(m) Secure Access – Cellular: Secure Access Cellular (“collectively SAC”) leverages third party cellular network connectivity and is established utilizing Lumen managed or customer-provided customer premises equipment (CPE) that includes: (1) external enterprise-class cellular to Ethernet bridge device; and (2) router to provide IPSEC connectivity to the Lumen network in a back-up only or failover situation to Lumen MPLS/IP VPN. Lumen provides SAC on a commercially reasonable efforts basis. Lumen does not make any commitment of levels of service, coverage or class of service over third party cellular service. Lumen managed router associated with SAC is subject to the separate terms of the Lumen Service Schedule for Managed Network Services. SAC is an optional configuration with an ANS Site.

2.2 Package Types. The two package types may be designated as “Basic,” “Standard,” “Premium,” or “Unlimited” as applicable in the Order, pricing attachment, Order acceptance, service delivery, billing and related documents.

(a) Basic/Standard. The Basic/Standard package includes Firewall. If Customer orders a Basic ANS package, IDS/IPS is also included.

(b) Premium/Unlimited. The Premium/Unlimited package includes Firewall, IDS/IPS and DLP. If Customer orders an Unlimited NBS package, Content Filtering is also included. If Customer orders a Premium ANS package, Application Awareness Control is included.

2.3 Ala Carte Options. The following can be added as an ala carte option to a Service package where the option is not automatically included in the package:

- Content filtering.
- Anti-Malware Sandboxing (only available with ANS).
- Adaptive Network Security Mobility (only available with ANS).

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2.4 Change Management. Customer may request logical changes to the Service by raising a MACD (Move, Add, Change, Delete) request via a ticket through the Portal. The SOC will review the request and will advise whether the change is a Basic Change or an Advanced Change (with an associated charge).

The Basic/Standard Service package includes five (5) Basic Changes per month per instance without charge. Basic Changes exceeding five (5) may be subject to a charge of \$250 per change. If Customer purchases a Premium/Unlimited package, there is no limit on the number of Basic Change requests per instance.

2.5 Service Level Agreement (“Service Levels” or “SLA”). The Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by Lumen in its good faith discretion supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Credits are only available against the MRC for the affected Service. Service Levels do not apply to Excused Outages or periods of permitted suspension.

2.5.1 Availability. The Service will be available to pass traffic 99.9% of the total hours in a calendar month (the “Availability SLA”). Service Unavailability is calculated from the timestamp when Lumen opens a trouble ticket following the report of a problem by the Customer until the time the ticket is closed. For Service Unavailability, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative minutes of Service Unavailability in a calendar month.

If the aggregate Service Unavailability during a calendar month meets or exceeds the durations identified below, the following remedies will apply. Service Credits are based on the MRC of the affected Service.

Aggregate Service Unavailability Duration in a Calendar Month (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:43:00 (99.9%)	No credit
00:43:01 – 04:00:00	10% of the MRC
04:00:01 – 08:00:00	15% of the MRC
08:00:01 – 12:00:00	20% of the MRC
12:00:01 – 16:00:00	25% of the MRC
16:00:01 – 24:00:00	30% of the MRC
24:00:01 or greater	35% of the MRC

2.5.2 Security Event Monitoring – Notification and Resolution. If Customer’s package does not include IDS/IPS or if the Customer has disabled the IDS/IPS feature, this section does not apply. Customer may view the Event detail (including timestamp, Event name, attack type) on the Customer Portal.

(a) Incidents. If Lumen’s systems alert the SOC that an Event or series of Events may impact the security of Customer’s network, a SOC analyst will analyze the Event(s) to determine if an Incident has occurred. If Lumen determines an Incident has occurred, Lumen will submit a trouble ticket on Customer’s behalf. Customer may also submit a trouble ticket if it believes an Incident has occurred. Lumen determines how Incidents are classified through the use of signature priorities, algorithms, event correlation, and professional judgment. Lumen reserves the right to modify the categories and classifications of Incidents. Lumen supports a notification Service Level and a resolution Service Level, as set forth below.

(b) Notification. If Lumen submits the trouble ticket on Customer’s behalf, Lumen will notify the Customer Security Contacts by phone or email (as agreed upon between the parties) of the occurrence of Incidents (i) within 15 minutes of Lumen classifying the Incident as Critical and (ii) within 30 minutes of Lumen classifying the Incident as High. If Customer submits the trouble ticket, there is no notification Service Level.

(c) Resolution. Lumen will use reasonable efforts to achieve the resolution timeframes for Incidents as identified below. All timeframes start upon Lumen’s validation and confirmation from Customer that action is necessary.

Incident Resolution Table		
Priority Level	Target Resolution Time Basic/Standard Packages	Target Resolution Time Premium/Unlimited Packages
Priority 1 – Critical A Network or application attack that has rendered Customer’s network inoperable or that poses an imminent threat of compromise.	Within 2 hrs	Within 1 hr
Priority 2 – High A Network or application attack that has caused essential applications or functionality to be significantly impaired.	Within 4hrs	Within 2hrs
Priority 3 – Medium An internal, unforeseen Customer network or application security issue or industry vulnerability.	Within 10hrs	Within 6hrs
Priority 4 – Low*	Within 24hrs	Within 12hrs

LUMEN NETWORK FIREWALL SERVICE SCHEDULE

A non-time sensitive reported security issue. An informational request that may be explained in Portal FAQs, but nonetheless Customer would like to speak about the issue. This includes tuning requests.		
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* For Low priority Incidents, these metrics are service objectives only. No service credits or other remedy will apply for failure to achieve these objectives.

(d) **Service Credits.** For any day in which Lumen fails to meet the notification and/or resolution Service Levels for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to 1/30th of the MRC of the Service at the applicable Customer site. The service credit cannot exceed 1/30th of such MRC in any day.

2.5.3 Limits. If the Service is used in conjunction with Lumen provided MPLS, Lumen IQ Networking Private Port, Internet and/or Managed Network Services, Service Levels for those services are subject to separate Service Schedules. Notwithstanding anything to the contrary, in no event will the aggregate service credits available in this Service Schedule in any month exceed the MRCs for Network Firewall Services provided during the month.

2.5.4 General Terms for all Service Levels. To be eligible for credits, Customer must be current in its obligations, and Customer must contact Lumen Billing Inquiries via the contact information provided on their invoice, open a ticket in the Portal or contact their account manager to report any issue for which Customer thinks a Service Level may apply within 30 calendar days after the issue occurs. Credits will only apply against the applicable MRC for the affected Service, and will not apply to any other services provided by Lumen. Duplicative credits will not be awarded for a single failure, incident or outage. The aggregate credits in any calendar month will not exceed 100% of the MRC of the affected Service. The Service Level credits and termination rights stated in this Service Schedule will be Customer's sole and exclusive remedies with respect to any service failure or outage

3. Customer Responsibilities.

3.1 Charges and Customer Delays. Charges on the Order remain in effect during the Service Term and consist of the following: (i) a monthly recurring charge(s) ("MRC") for Service package type/Service element(s) and the bandwidth level Customer selects, (ii) one time, non-recurring charges ("NRC") for installation and change request pricing that may consist of: per ANS gateway firewall instance, shared security bandwidth across multiple use cases based on selected bandwidth, service level package, and optional features; ANS Mobility per set of concurrent users; and (iii) any additional charges as may be set forth in the Order. Adaptive Network Security Mobility requires an additional MRC based on the number of concurrent users. Lumen may install and invoice Service features contained in an Order separately. Adaptive Network Security – Site does not have an MRC nor NRC for remote access. If a Lumen-managed router or Secure Access Cellular is enabled with the remote site, an MRC and NRC will be associated with components.

Customer agrees to pay and/or reimburse Lumen for fees, costs and/or expenses related to or resulting from (i) any unreasonable delays or omissions in Customer's performance of its obligations to enable the Service, and/or (ii) additional installation or subsequent work required to be performed, caused by (a) Customer's request for changes (except as set forth in the Change Management section of this Service Schedule) to the applicable Service, or (b) any other actions or omissions by Customer which materially affect Lumen's ability to perform its obligations under this Service Schedule. Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent) and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

Customer understands and agrees that if Customer fails to take any actions required to enable Lumen to complete delivery of Service, then, 5 days following notice to Customer of Lumen's inability to complete full delivery due to Customer inaction, Lumen will commence billing and Customer will be obligated to pay Lumen for Service.

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

3.2 Customer Security Contacts. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each contact (the "Customer Security Contacts"). Customer will ensure Customer Security Contacts and all associated details are accurate and current at all times and that at least one Customer Security Contact is reachable 24/7. Lumen will only accept, discuss or make changes to the Service with the registered Customer Security Contacts or via the Portal. Requests for changes to the list of Customer Security Contacts must be made by an existing Customer Security Contact.

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3.3 Access to Managed Devices and Customer Sites. Customer agrees to provide Lumen with prompt, reasonable and safe access to any applicable Customer sites necessary for Lumen to provide Service and comply with any reasonable physical and environmental requirements as may be identified by Lumen. Customer is required to provide hands on assistance for the purposes of troubleshooting and/or diagnosing technical difficulties.

3.4 Lumen Provided IP Addresses and Domain Names. If Lumen assigns Customer an IP address as part of the provision of Service, the IP address will (to the extent permitted by law) revert to Lumen after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen may re-assign the IP address to another user. If Lumen obtains a domain name for Customer (which may be required in some jurisdictions), Customer will be the sole owner. Customer will be solely responsible for: (i) paying any associated fees (including renewal fees); (ii) complying with legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority; and (iii) modifying the domain name if Customer changes service providers. Customer will indemnify, defend and hold Lumen (and its employees, affiliates, agents and subcontractors) harmless from any and all third-party claims, losses, liabilities and damages, including reasonable attorney's fees) relating to or arising from Customer's use of domain names (including claims for intellectual property infringement).

3.5 Third-Party IP Addresses and Networks. If (i) any of the IP addresses identified by Customer as part of the Service are associated with computer systems owned, managed, and/or hosted by a third-party service provider ("Third-Party Provider"); or (ii) any Customer equipment or any other computer systems to be monitored as part of the Service are part of a network owned, managed and/or otherwise controlled by, or collocated on premises owned, managed, and/or otherwise controlled by a Third-Party Provider, Customer warrants that it has and will maintain, the consent and authorization necessary for Lumen (and its affiliates, agents and vendors) to perform all elements of the Service, including but not limited to any vulnerability scanning of the Third-Party Provider networks that may be reasonably necessary as part of the provision of Service. Customer agrees to facilitate any necessary communications and exchanges of information between Lumen and the Third-Party Provider(s). Customer will indemnify, defend and hold Lumen (and its employees, affiliates, agents and subcontractors) harmless from and against any and all third party claims, losses, liabilities and damages, including reasonable attorney's fees, arising out of Customer's breach of its warranties or obligations in this Section.

3.6 Third Party Software. If any third-party software or agent, including any corresponding documentation, is required in connection with the Service, Customer agrees to use the third party software strictly in accordance with all applicable licensing terms and conditions, including any click to accept terms required as part of the download/install process. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems, including third party software, is up to date and supportable. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom, including for missed Service Levels.

3.7 Lumen Provided Software. If any third-party software, or agent including any corresponding documentation, is required in connection with the Service, Customer agrees to use third party software strictly in accordance with all applicable licensing terms and conditions, including any click to accept terms required as part of the download/install process.

3.8 Customer Provided CPE. Customer may use Customer Provided CPE that is pre-approved by Lumen and supports Lumen's IPSec encryption method standards. All Customer Provided CPE must be up to date and subject to a current maintenance contract supported by the manufacturer. Customer is solely responsible for the installation, operation, maintenance, use and compatibility of Customer Provided CPE. Customer will cooperate with Lumen in setting the initial configuration for the Customer Provided CPE that interfaces with the Services and comply with Lumen's instructions. Customer's failure to comply with its obligations in this section may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom, including for missed Service Levels. Router configuration, deployment and management will be provided by Customer unless Customer separately purchases those services from Lumen.

3.9 Customer's Security Policies. Customer acknowledges that Lumen implements security policies at Customer's reasonable direction. Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Customer acknowledges that notwithstanding anything in this Service Schedule, the Service is not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third-parties to create security exposures.

3.10 Customer Network. Customer acknowledges that Customer network is Customer's sole responsibility. Lumen may provide Customer with guidelines for minimum system requirements, compatibility, and other information necessary to use the Service, and Customer is responsible for making any required changes to its network environment in order to utilize the Service.

3.11 Customer Change Notifications. Customer will provide Lumen with 5 business days' advanced notice by the submission or update of a critical server ticket through the Portal regarding any changes to the network or firewall environment. If advance notice cannot be provided, Customer is required to provide Lumen with notification of changes within 7 business days.

3.12 Chronic Problems. Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the issue, including, but not limited to: (i) removing or modifying the existing Service configuration; (ii) making network changes in order to adhere to Lumen's guidelines; (iii) changing, maintaining or replacing Customer Provided CPE or other equipment or required for the Service; (iv) Lumen may suspend or terminate the Service if Customer has not remedied the Chronic Problem within 30 days of request by Lumen.

3.13 Vulnerability Testing with ANS. Lumen will permit Customer to perform, or to engage an independent third party to perform, at Customer's expense, vulnerability scanning against Adaptive Network Security service for the sole use of Customer to utilize firewall inspection services, remote access ANS Site and Adaptive Network Security Mobility services.

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Customer's right to conduct vulnerability scanning is subject to the following limitations. Customer will: (i) restrict the vulnerability scanning to IP addresses Lumen has issued for Customer's sole use; (ii) restrict the scanning and enumeration of services installed to the sole purpose of identifying applications, open ports, and versions of software code in use; (iii) not under any circumstances exploit, or attempt to exploit in any way, any potential vulnerabilities identified by the vulnerability scan; and (iv) immediately stop scanning activity if instructed to do so by Lumen, and will not perform further scanning activity until notified by Lumen. Customer and Lumen will mutually agree on a vulnerability mitigation process.

3.14 For ANS – Site, Customer is responsible for adhering to Lumen's recommended IPSec encryption standards. If Customer does not adhere to our recommended standards, then Customer information over the encrypted tunnel may be compromised and exposed to more security vulnerabilities and malicious events as it traverses the internet before it is protected by the ANS service. Customer is solely responsible for all equipment and other facilities used in the connection with the ANS-Site which are not provided by Lumen.

3.15 For Secure Access – Cellular, Customer will not use SAC other than in support of backup to the Lumen provided MPLS/ IP VPN Services or ANS-Site primary access. Any use of SAC or components of equipment in any capacity other than support backup to Lumen MPLS or ANS-Site primary access will be a violation of this Service Schedule. Without limitation to Lumen's other remedies under the Agreement, Lumen reserves the right to charge, and Customer agrees to pay, for (i) any misuse of SAC or components, and/or (ii) for such usage in excess of Lumen's established data pool for Customer, separately at the rates then charged to Lumen by the third party cellular provider. Additionally, if Lumen provides Customer notice of such use of which Lumen becomes aware, Lumen may terminate SAC within 10 days of such notice if such use does not cease. Any use of SAC in a primary or non-backup manner will give Lumen the right to immediately suspend SAC and Customer will be liable to Lumen for any overage fees that may be charged to Lumen for use of SAC beyond a failover. Lumen is not responsible, however, for monitoring for such usage by the Customer. Customer, at Customer's expense, is responsible for returning the Lumen provided CPE to Lumen at the end of the Service Term.

4. Additional Service Limitations and Disclaimers.

4.1 Unless Customer requests otherwise and Lumen agrees, Lumen will store the security log files for rolling 90 days and make the security logs available to Customer in the Portal. If any security log files contain personal data, Lumen will not use personal data except as necessary to provide the Service and provide relevant information to Customer. Lumen will not undertake any additional security measures for log files containing personal data.

4.2 Personal Data. Customer and Lumen acknowledge that it may be necessary to provide the other party with personal data or to access personal data of the other party as necessary for the performance of each party's obligations under the Agreement and/or this Service Schedule, including, but not limited to and where applicable, employees' and authorized representatives' names, business contact information, technical or operational data (such as online identifiers), credentials to access portals and other platforms made available by one party to the other and similar personal data. The parties acknowledge and agree that each is a controller with respect to any such personal data exchanged under the Agreement and/or this Service Schedule, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged in accordance with this Section will be limited to the extent necessary for the parties to perform their obligations or exercise their rights under the Agreement or this Service Schedule. As used in this Service Schedule, the terms "personal data," "processing," "processor" and "controller" will have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Each party will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party. Unless otherwise set forth in the Agreement, Lumen personnel will not access or attempt to access personal data that is processed via the operation of the Service. Processing is typically carried out at machine-level and Lumen will not retain any copies of data longer than necessary to perform the applicable Service or perform under the Agreement. To the extent legally required, Customer and Lumen will enter into separate written agreements required to comply with laws governing the relationship between a controller and processor with respect to the processing of personal data described in this Section, including, without limitation, any agreements required to facilitate necessary cross-border personal data transfers. Customer will be responsible for notifying Lumen whether such written agreements are required based on the nature of the data being processed.

4.3 Customer acknowledges that Lumen has no obligation to back up and store any Customer metrics or log related data beyond the 90 day rolling time period detailed in this Schedule and after expiration or termination of the Service at which time Lumen will automatically delete all logs. Customer acknowledges and agrees that it is solely Customer's responsibility to make copies of or obtain the logs prior to expiration or termination.

4.4 Modification or Termination of Network Firewall Services by Lumen. Lumen reserves the right to modify any features or functionalities of the Service upon 90 days' prior notice to Customer. If the modification materially or detrimentally affects the features or functionality of the Service, Customer will, within 30 days of the change, notify Lumen of the material and detrimental impact and elect to cancel the affected Service as its sole remedy and without termination liability upon 60 days' advanced written notice if Lumen does not remedy the material and detrimental impact within the notice period.

4.5 Portal. Customer's primary Customer Security Contact will be given access to the Portal in order to view Threat Visualization, Rapid Threat Defense security posture setting, log management, retention, standard reporting, and viewable firewall policy configurations regarding the Service, and also to facilitate the placing of change orders. Lumen will provide Customer up to three security two-factor authentication tokens ("2FA Tokens") for access to the Portal. Customer will accept and comply with the End User Rules of Use associated with the 2FA Tokens. If Customer requests more than three 2FA Tokens, Lumen will provide the additional 2FA Tokens for an additional charge. Access to the Portal's security areas is restricted to the authorized Customer Security Contacts. All information received by the Customer from Lumen through the Portal's security areas is deemed

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"Confidential", is solely for Customer's internal use and may not be re-distributed, resold or otherwise transmitted outside of Customer's organization. For the avoidance of doubt, retention of logs and views in the Portal expire with the Service Term.

4.6 Intellectual Property. The Service and Lumen Provided Software, and all copyrights, patent rights and all intellectual property rights are the sole and exclusive property of Lumen or its third-party provider or licensor(s). Lumen grants Customer a non-exclusive, limited, non-transferrable, personal, revocable (at Lumen's sole discretion), non-sublicenseable, non-assignable right to access and/or use the Lumen Provided Software solely in accordance with the Service; *provided, however*, Customer will not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Lumen Provided Software, nor will Customer remove any disclaimers, copyright attribution statements or the like from the Lumen Provided Software and any breach of this Section will automatically result in termination of the license granted.

4.7 Disclaimer/Liability.

4.7.1 Disclaimer. Customer acknowledges that the Services endeavor to mitigate security Events, but Events may not always be identified and if identified may not be mitigated entirely, blocked or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided under this Service Schedule is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services in accordance with the SLA, the Services are otherwise provided "as-is". LUMEN MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED, THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES OR THAT GEOGRAPHICAL IP ADDRESSES WILL BE 100% ACCURATE, THAT ANY THIRD PARTY SOFTWARE PROVIDED BY CUSTOMER WILL BE COMPATIBLE WITH THE SERVICE AND/OR THAT LUMEN'S RECOMMENDATIONS, ASSESSMENTS, TESTS, REPORTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. Neither Lumen or its subcontractors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service. Notwithstanding anything to the contrary in any Agreement, Lumen provides no indemnities or warranties on the Services.

4.7.2 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). With respect to any Service provided to Customer under this Schedule that is provided for Customer's convenience at no charge, Lumen will not be responsible or liable for any damages whatsoever and Customer's sole liability as it is related to Services provided at no charge is to terminate the affected Service.

4.7.3 Additional Disclaimers. LUMEN DOES NOT REPRESENT OR WARRANT THAT THE SERVICE AND ANY SOFTWARE IS NON-INFRINGEMENT, OR THAT IT WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE, FREE FROM ERROR, THAT ANY DOCUMENTATION OR MATERIALS ARE COMPLETE OR THAT THE SERVICE OR SOFTWARE WILL MEET OR SUPPORT CUSTOMER'S BUSINESS REQUIREMENTS.

4.7.4 Resale and Premises Restrictions. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule and may only use the Service within Customer owned or controlled environments without the express written consent of Lumen.

5. Definitions.

"Advanced Change" means any change that is not a Basic Change. An additional Order may be required to complete an Advanced Change.

"Basic Changes" are changes that do not directly impact Customer's overall solution.

"Chronic Problem" means a continuing error, conflict, trouble report, or similar issue (individual or collective) caused by the Customer that affects performance of the Service.

"Customer Provided CPE" means hardware, software, and other tangible equipment and intangible computer code it may contain that is provided, configured, deployed and managed by Customer and/or its designee. Customer is responsible for installing any software, whether Customer or Lumen provided, on Customer Provided CPE.

"Event" means any security abnormality detected by the Service and reported by the IDS/IPS feature. An Event does not necessarily constitute an actual security incident and must be investigated further to determine its validity.

"Excused Outage" will also mean, for purposes of this Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the applicable Service Level, for (i) failure of Customer CPE or any other failure or malfunction of equipment, applications, public internet, network or systems not owned, controlled or provided by Lumen; (ii) Customers' actions or omissions (including but not limited to not releasing the Service for testing/repair, failure or to provide timely approvals or consents, failure to provide and maintain current contact information and escalation lists; (iii) Chronic Problems; (iv) Regularly Scheduled Maintenance or emergency maintenance; (v) Lumen's lack of access to the Customer premises

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where reasonably required to restore any equipment, internet, network, or systems owned or controlled by Lumen and necessary to provide the Service; (vi) failure of the access medium used by Customer to connect to Customer's Internet or IPVPN, including failing to assure adequate bandwidth to support the Service; or (vii) Customer is in breach of its obligations under the Agreement or this Service Schedule.

"Gateway" means the physical location (e.g. gateway, POP) in the network that houses the Lumen equipment utilized to provide each instance of Service.

"Incident" means any single Event or collection of Events evaluated and deemed a security threat.

"Portal" means the Service specific web-based portal to which Customer will have access in order to monitor Customer's traffic and view Events.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the Service. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, Lumen will: (a) provide Customer seven (7) days' prior written notice, (b) work with Customer to minimize such interruptions, and (c) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time where the Service is located on which such maintenance is performed and. Emergency maintenance may be performed on less or no notice.

"Secure Access – Site: Secure Access Site enables Customer to set up a network connection and establish a secure tunnel across the Public Internet between the Customer's remote location and the Customer's Lumen provided IPVPN network, via configuration and deployment of managed routers. Secure Access Site may be designated as "Secure Internet Access" or "No Firewall " or "ANS Basic No Features" in Customer Orders, Order acceptance, service delivery, billing and related documents.

"Service Unavailability" is when Service is unable to pass traffic for reasons other than an Excused Outage.

"SOC" means Lumen security operations center.

DOMESTIC VOICE SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink will provide domestic Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

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

"Access Arbitrage" is the use of a scheme, device, or any other means to exploit or benefit from the difference between the rates for Voice Services provided by CenturyLink and the originating or terminating charges imposed by the Local Exchange Carrier. Examples of Access Arbitrage include: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to CenturyLink calls that are characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system such that the percentage of high cost minutes routed to CenturyLink using the Service is more than 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

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

6.1 Description. Voice Service consists of domestic Long Distance service, domestic Toll Free (including features), domestic worldcard® and domestic Directory Assistance service. Domestic Long Distance service is available both Interstate and Intrastate, through switched and dedicated facilities. Toll Free Services is also available through switched or dedicated facilities. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. worldcard offers domestic calling card services available either Interstate or Intrastate and is available through switched access only. Directory Assistance offers one rate to Voice Service customers domestically. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: 1) the standard option includes CenturyLink's trademarks and telephone number; 2) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and 3) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed herein, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

6.2 Domestic IP Voice. Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference.

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CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

6.3 CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed Toll Free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with toll free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound Toll Free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed Toll Free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

2. Compliance.

2.1 Access Arbitrage. If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.

2.2 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

3. Term. This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

4. Charges. Customer will pay all applicable rates and charges for the Services and features set forth in the pricing document CenturyLink provides to Customer as part of the Agreement or an amendment to the Agreement. The Services and features are usage-based. If Customer uses a Service or feature for which CenturyLink has not provided the rates, Net Rates, or Net Effective Rates in a separate document, then Customer will pay the applicable Tariff, RSS, or ISS rates and charges for the subject Service or feature. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates, Net Rates, and Net Effective Rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+), except where otherwise noted on the pricing document presented to Customer. Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed toll-free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC.

5. Other Terms.

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

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

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause, then Customer will pay any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied:

DOMESTIC VOICE SERVICE EXHIBIT

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

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

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

5.5 Access Arbitrage. If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

5.6 Acceptable Use Policy and Use of Service. CenturyLink may also terminate the Domestic IP Voice Service for Cause under this Section where Customer's use of the Domestic IP Voice Service: (a) is contrary to the AUP, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

5.7 Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) constitutes an impermissible traffic aggregation or Access Arbitrage, (b) avoids Customer's obligation to pay for communication services, and (c) violates the use of Service terms or compliance terms applicable to the Service. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

5.9 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

DOMESTIC VOICE SERVICE EXHIBIT**PRICING ATTACHMENT****Interstate On-Network Calls:**

Call Type	Per Minute Net Rate
Switched to Switched	\$0.0220
Dedicated to Switched	\$0.0100
Switched to Dedicated	\$0.0220
Dedicated to Dedicated	\$0.0100

Intrastate On-Network Calls:

Call Type	Per Minute Net Rate
Switched to Switched	\$0.0416
Dedicated to Switched	\$0.0256
Switched to Dedicated	\$0.0416
Dedicated to Dedicated	\$0.0256

Inbound Toll Free Services

Long Distance Service	Per Minute Net Rate
Domestic Interstate - Dedicated	\$0.0100
Domestic Interstate - Switched	\$0.0220
Domestic Intrastate - Dedicated	\$0.0256
Domestic Intrastate - Switched	\$0.0416

DOMESTIC VOICE SERVICE EXHIBIT

Voice Complete
Voice Rate Sheet
 Deal# 11288628
 Quote# 12521489

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	CITY & COUNTY OF DENVER -	USD	3 Years	11/7/2021	8/9/2021 1:47:16 PM

CCP (Concurrent Call Path)						
CCP Plans						
Currency	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
	MRC	MRC	MRC	MRC	MRC	MRC
USD	7.99	30.00	37.00	41.00	90.00	8.00
GBP	5.76	21.62	26.66	29.55	64.86	5.77
EUR	6.79	25.50	31.46	34.86	76.51	6.80

*Plan maximum included minutes of 5000 minutes per CCP.

Plan 1 includes United States Local Calling

Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France

Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany

Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands

Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium as well as United Kingdom Mobile: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone

Measured: Every call is rated.

CCP (Concurrent Call Path)						
Call Type Feature						
Voice Order Change Charge		Expedite Charge per ckt end (separate from LEC charges)		Account and Authorization Codes		
Currency	MRC	NRC	MRC	NRC	MRC	NRC
USD		100.00		250.00	10.00	15.00
GBP		72.06		180.16	7.21	10.81
EUR		85.02		212.54	8.50	12.75

Feature Packs						
Feature Pack 1		Feature Pack 2		Mobility Feature Pack		
Currency	MRC	NRC	MRC	NRC	MRC	NRC
USD			3.00		3.00	
GBP			2.16		2.16	
EUR			2.55		2.55	

DOMESTIC VOICE SERVICE EXHIBIT

Prepaid Minute Plan USD					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	24.00	99.75	127.05	168.00	360.94
50,000 Prepaid Minutes	120.00	498.75	635.25	813.75	1804.69
100,000 Prepaid Minutes	240.00	997.50	1270.50	1627.50	3609.38
250,000 Prepaid Minutes	570.00	2418.94	3017.44	3865.31	8572.27
500,000 Prepaid Minutes	1116.00	4738.13	5907.83	7567.88	16783.60
750,000 Prepaid Minutes	1620.00	6957.56	8575.88	10985.63	24363.29
1,000,000 Prepaid Minutes	2112.00	8977.50	11179.65	14322.00	31762.50
Customized Prepaid					

Prepaid Minute Plan GBP					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	17.30	71.88	91.56	121.07	260.11
50,000 Prepaid Minutes	86.48	359.42	457.79	586.42	1300.53
100,000 Prepaid Minutes	172.95	718.84	915.57	1172.84	2601.06
250,000 Prepaid Minutes	410.76	1743.18	2174.48	2785.49	6177.50
500,000 Prepaid Minutes	804.23	3414.47	4257.40	5453.70	12094.89
750,000 Prepaid Minutes	1167.43	5013.88	6180.10	7916.66	17557.10
1,000,000 Prepaid Minutes	1521.99	6469.52	8056.48	10320.97	22889.25
Customized Prepaid					

Prepaid Minute Plan EUR					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	20.40	84.80	108.01	142.83	306.85
50,000 Prepaid Minutes	102.02	424.01	540.06	691.81	1534.26
100,000 Prepaid Minutes	204.04	848.03	1080.12	1383.62	3068.52
250,000 Prepaid Minutes	484.59	2056.47	2565.28	3286.10	7287.73
500,000 Prepaid Minutes	948.77	4028.13	5022.55	6433.85	14268.61
750,000 Prepaid Minutes	1377.25	5914.98	7290.80	9339.46	20712.50
1,000,000 Prepaid Minutes	1795.52	7632.24	9504.40	12175.88	27002.96
Customized Prepaid					

Plan 1 includes United States Local Calling

Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France as well as International Calling to Canada, UK, UK-London, Italy, and Sweden

Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), and the Netherlands

Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, and Spain

Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium. UK mobile Calling: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone, as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany,

DOMESTIC VOICE SERVICE EXHIBIT

France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, Spain, Luxembourg, USA (Hawaii), and Belgium

National Voice Services - United States						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing Additional Listing	5.00	3.60	4.25	3.00	2.16	2.55
Directory Listing Caption	5.00	3.60	4.25	3.00	2.16	2.55
Directory Listing Foreign Additional Listing	12.00	8.65	10.20	3.00	2.16	2.55
Directory Listing Non Pub	3.00	2.16	2.55	3.00	2.16	2.55
Directory Listing Primary Listing						
Directory Listing Un Listed	3.00	2.16	2.55	3.00	2.16	2.55
Interstate - Per Call Surcharge Directory				1.99	1.43	1.69
Intrastate - Per Call Surcharge Directory				0.69	0.50	0.59
LD Oper Chg: Person-to-Person Per Call				3.50	2.52	2.98
LD Oper Chg: Station-to-Station Per Call				1.75	1.26	1.49
Telephone Number Vanity Charge				100.00	72.06	85.02
Telephone Number	0.15	0.11	0.13			
Port Charge Per Telephone Number						
Telephone Number with Lync 911	0.05	0.04	0.04			

National Voice Services Outbound - United States									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Interstate	.0125	.0090	.0106						
Intrastate (All States)	.0125	.0090	.0106						
Local	.0125	.0090	.0106						

National Voice Services - UK						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.60	4.25	3.00	2.16	2.55
Telephone Number	1.00	0.72	0.85			
Telephone Number Vanity Charge				100.00	72.06	85.02
Port Charge Per Telephone Number				2.00	1.44	1.70

National Voice Services Outbound - UK									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0092	.0066	.0078						
03 UK Wide	.0150	.0108	.0128						
Message Svc / Personal Number C	.1916	.1381	.1629						
Mobile FM10	.0443	.0319	.0377						

DOMESTIC VOICE SERVICE EXHIBIT

Mobile FM11	.3525	.2540	.2997						
Mobile FM12	.0263	.0190	.0224						
Mobile FM13	.3263	.2351	.2774						
Mobile FM14	.0353	.0254	.0300						
Mobile FM15	.0263	.0190	.0224						
Mobile FM16	.0263	.0190	.0224						
Mobile FM17	.1320	.0951	.1122						
Mobile FM2	.2700	.1946	.2295						
Mobile FM7	.2700	.1946	.2295						
Mobile FM8	.0263	.0190	.0224						
Mobile/Personal Number F	.5250	.3783	.4463						
New Voice Services G21	.0120	.0086	.0102						
NGCS Service Charge SC001									
NGCS Service Charge SC002	.0179	.0129	.0152						
NGCS Service Charge SC003	.0357	.0257	.0304						
NGCS Service Charge SC004	.0536	.0386	.0456						
NGCS Service Charge SC005	.0714	.0515	.0607						
NGCS Service Charge SC006	.0893	.0644	.0759						
NGCS Service Charge SC007	.1071	.0772	.0911						
NGCS Service Charge SC008	.1250	.0901	.1063						
NGCS Service Charge SC009	.1429	.1030	.1215						
NGCS Service Charge SC010	.1607	.1158	.1366						
NGCS Service Charge SC011	.1786	.1287	.1518						
NGCS Service Charge SC012	.1964	.1415	.1670						
NGCS Service Charge SC013	.2143	.1544	.1822						
NGCS Service Charge SC014	.2321	.1673	.1973						
NGCS Service Charge SC015	.2679	.1931	.2278						
NGCS Service Charge SC016	.3571	.2573	.3036						
NGCS Service Charge SC017	.4464	.3217	.3795						
NGCS Service Charge SC018	.5357	.3860	.4554						
NGCS Service Charge SC019	.6250	.4504	.5313						
NGCS Service Charge SC020	.6429	.4633	.5466						
NGCS Service Charge SC021	.7143	.5148	.6073						
NGCS Service Charge SC022	.8036	.5791	.6832						
NGCS Service Charge SC023	.8214	.5919	.6983						
NGCS Service Charge SC024	.8929	.6435	.7591						
NGCS Service Charge SC025	.9821	.7077	.8349						
NGCS Service Charge SC026	1.0714	.7721	.9109						
NGCS Service Charge SC027	1.1607	.8364	.9868						

DOMESTIC VOICE SERVICE EXHIBIT

NGCS Service Charge SC028	1.2500	.9008	1.0627					
NGCS Service Charge SC029	1.3393	.9651	1.1386					
NGCS Service Charge SC030	1.4286	1.0295	1.2145					
NGCS Service Charge SC031	1.6071	1.1581	1.3663					
NGCS Service Charge SC032	1.6964	1.2225	1.4422					
NGCS Service Charge SC033	1.7679	1.2740	1.5030					
NGCS Service Charge SC034	1.7857	1.2868	1.5181					
NGCS Service Charge SC035	1.9643	1.4155	1.6700					
NGCS Service Charge SC036	2.1429	1.5443	1.8218					
NGCS Service Charge SC037	2.5893	1.8659	2.2013					
NGCS Service Charge SC038	2.6786	1.9303	2.2772					
NGCS Service Charge SC039	2.7679	1.9947	2.3531					
NGCS Service Charge SC040	3.2143	2.3163	2.7326					
NGCS Service Charge SC041	3.5714	2.5737	3.0362					
NGCS Service Charge SC042	3.9286	2.8311	3.3399					
NGCS Service Charge SC043	4.4643	3.2171	3.7953					
NGCS Service Charge SC044	5.3571	3.8605	4.5544					
NGCS Service Charge SC045	6.4286	4.6327	5.4653					
NGCS Service Charge SC046				.0893	.0644	.0759		
NGCS Service Charge SC047				.1786	.1287	.1518		
NGCS Service Charge SC048				.2679	.1931	.2278		
NGCS Service Charge SC049				.4464	.3217	.3795		
NGCS Service Charge SC050				.5357	.3860	.4554		
NGCS Service Charge SC051				.6250	.4504	.5313		
NGCS Service Charge SC052				.7143	.5148	.6073		
NGCS Service Charge SC053				.8571	.6177	.7287		
NGCS Service Charge SC054				.8929	.6435	.7591		
NGCS Service Charge SC055				1.2500	.9008	1.0627		
NGCS Service Charge SC056				1.3393	.9651	1.1386		
NGCS Service Charge SC057				1.7857	1.2868	1.5181		
NGCS Service Charge SC058				2.5893	1.8659	2.2013		
NGCS Service Charge SC059				2.6786	1.9303	2.2772		
NGCS Service Charge SC060				3.5714	2.5737	3.0362		
NGCS Service Charge SC061				4.4643	3.2171	3.7953		
NGCS Service Charge SC062				5.3571	3.8605	4.5544		
NGCS Service Charge SC063				7.1429	5.1474	6.0726		
NGCS Service Charge SC064				8.9286	6.4343	7.5907		
NGCS Service Charge SC065				10.7143	7.7211	9.1088		
NGCS Service Charge SC066	1.3750	.9909	1.1690	2.7679	1.9947	2.3531		

DOMESTIC VOICE SERVICE EXHIBIT

NGCS Service Charge SC067	1.4286	1.0295	1.2145	.4464	.3217	.3795			
NGCS Service Charge SC068	2.4750	1.7836	2.1041	7.1250	5.1345	6.0573			
NGCS Service Charge SC069	2.4145	1.7400	2.0527	8.9100	6.4209	7.5749			
NGCS Service Charge SC070	4.9050	3.5347	4.1700				9.8250	7.0803	8.3527
NGCS Service Charge SC071	5.3400	3.8482	4.5398				10.2450	7.3829	8.7098
NGCS Service Charge SC072	6.2250	4.4860	5.2922				12.4650	8.9827	10.5971
NGCS Service Charge SC073	4.4700	3.2213	3.8002						
NGCS Service Charge SC074	.0893	.0644	.0759				.0893	.0644	.0759
NGCS Service Charge SC075	.1785	.1286	.1518				.1785	.1286	.1518
NGCS Service Charge SC076	.7143	.5148	.6073				.7143	.5148	.6073
NGCS Service Charge SC077	1.2500	.9008	1.0627				1.2500	.9008	1.0627
NGCS Service Charge SC078	2.6786	1.9303	2.2772				2.6786	1.9303	2.2772
NGCS Service Charge SC079	3.5715	2.5738	3.0363				3.5715	2.5738	3.0363
NGCS Service Charge SC080	6.0000	4.3238	5.1009				6.0000	4.3238	5.1009
Non Emergency Number FF31				.2330	.1679	.1981			
Pager Services Fixed Fee FF3				.6383	.4600	.5427			
Pager Services Fixed Fee FF8				.6383	.4600	.5427			
Pager Services Fixed Fee FF9				.6383	.4600	.5427			
Pager Services Nofee									
Pager/Messaging R	.0383	.0276	.0326						
Personal Number D	.1916	.1381	.1629						
Personal Number E	.0495	.0357	.0421						
Personal Number J	.5700	.4108	.4846						
Personal Number K	.6750	.4864	.5739						
Personal Number PN1	.4200	.3027	.3571						
Personal Number PN10	.7950	.5729	.6759						
Personal Number PN11	.8700	.6270	.7396						
Personal Number PN12	.5850	.4216	.4973						
Personal Number PN13	.8250	.5945	.7014						
Personal Number PN14	.6750	.4864	.5739						
Personal Number PN15	.2400	.1730	.2040						
Personal Number PN16	.2625	.1892	.2232						
Personal Number PN17	.2925	.2108	.2487						
Personal Number PN18	.3150	.2270	.2678						
Personal Number PN19	.1650	.1189	.1403						
Personal Number PN2	1.1550	.8323	.9819						
Personal Number PN20	.5100	.3675	.4336						
Personal Number PN21	.8850	.6378	.7524						
Personal Number PN22	.0825	.0595	.0701						

DOMESTIC VOICE SERVICE EXHIBIT

Personal Number PN3	.1125	.0811	.0956					
Personal Number PN4	.5550	.4000	.4718					
Personal Number PN5	.3450	.2486	.2933					
Personal Number PN6	.4650	.3351	.3953					
Personal Number PN7	3.4500	2.4862	2.9330	.6383	.4600	.5427		
Personal Number PN8	.4125	.2973	.3507					
Personal Number PN9	.4950	.3567	.4208					
RadioPager Services Service Local Nts L3	.0639	.0460	.0543					
UK Mobile	.0195	.0141	.0166					
Wifi Services FW1	.1500	.1081	.1275					
Wifi Services FW10	.1500	.1081	.1275					
Wifi Services FW12	.1500	.1081	.1275					
Wifi Services FW2	.1500	.1081	.1275					
Wifi Services FW3	.1500	.1081	.1275					
Wifi Services FW4	.1500	.1081	.1275					
Wifi Services FW5	.3000	.2162	.2550					
Wifi Services FW6	.3000	.2162	.2550					
Wifi Services FW7	.1500	.1081	.1275					
Wifi Services FW8	.1500	.1081	.1275					
Wifi Services FW9	.1500	.1081	.1275					

National Voice Services - Germany

	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.60	4.25	3.00	2.16	2.55
Port Charge Per 10 Consecutive Telephone				13.20	9.51	11.22
Port Charge Per 100 Consecutive Telephone Number				2.20	1.59	1.87
Port Charge Per Telephone Number				132.00	95.12	112.22
Telephone Number	1.00	0.72	0.85	5.60	4.04	4.76
Telephone Number Vanity Charge				100.00	72.06	85.02

National Voice Services Outbound - Germany**Rates are per minute / 18 second minimum / 6 second rounding**

	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0110	.0079	.0094						
Directory Assistance 118	2.8956	2.0867	2.4617						
Directory Assistance 11833	5.7750	4.1617	4.9096	19.2430	13.8672	16.3595			
Directory Assistance 11834	5.7750	4.1617	4.9096	19.2430	13.8672	16.3595			
Emergency Services									

DOMESTIC VOICE SERVICE EXHIBIT

Freephone 800									
Germany Mobile	.0532	.0383	.0452						
Mass Transit 13	.2459	.1772	.2091						
Mass Transit 1371				.2459	.1772	.2091			
Mass Transit 1375				.2459	.1772	.2091			
Mass Transit 1376				.4391	.3164	.3733			
Mass Transit 1377				1.7562	1.2656	1.4930			
Mass Transit 1378				.8782	.6329	.7466			
Mass Transit 1379				.8782	.6329	.7466			
Mobile-Others	.4114	.2965	.3498						
National Subscriber 32	.0559	.0403	.0475						
Pager Services 16	.3266	.2354	.2777						
Pager Services 169				.8607	.6203	.7317			
Pager Services 1695	1.3066	.9416	1.1108						
Pager Services 16953				2.1514	1.5504	1.8290			
Personal Number 700	.1990	.1434	.1692						
Premium 900	6.6000	4.7562	5.6110	21.9920	15.8483	18.6965			
Shared Cost 1801	.0686	.0494	.0583						
Shared Cost 1802				.1053	.0759	.0895			
Shared Cost 1803	.1581	.1139	.1344						
Shared Cost 1804				.3513	.2532	.2987			
Shared Cost 1805	.2459	.1772	.2091						

National Voice Services - France

	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.60	4.25	3.00	2.16	2.55
Port Charge Per 10 Consecutive Telephone				22.00	15.85	18.70
Port Charge Per 100 Consecutive Telephone Number				8.80	6.34	7.48
Port Charge Per Telephone Number				151.80	109.39	129.05
Telephone Number	1.00	0.72	0.85			
Telephone Number Vanity Charge				100.00	72.06	85.02

National Voice Services Outbound - France

Rates are per minute / 18 second minimum / 6 second rounding

	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0045	.0032	.0038						
Administrative Information									
Directory Enquiry 118000	3.4322	2.4734	2.9179	3.4322	2.4734	2.9179			
Directory Enquiry 118006	.5428	.3912	.4615	2.1713	1.5647	1.8459	2.7143	1.9560	2.3076

DOMESTIC VOICE SERVICE EXHIBIT

Directory Enquiry 118008	1.4630	1.0543	1.2438	1.4630	1.0543	1.2438			
Directory Enquiry 118050	.5428	.3912	.4615	2.1713	1.5647	1.8459	2.7143	1.9560	2.3076
Directory Enquiry 118222	1.4630	1.0543	1.2438	1.4630	1.0543	1.2438			
Directory Enquiry 118318	.5428	.3912	.4615	2.1713	1.5647	1.8459	2.7143	1.9560	2.3076
Directory Enquiry 118444				.0116	.0084	.0099			
Directory Enquiry 118500	.3620	.2609	.3078	1.2666	.9128	1.0768			
Directory Enquiry 118700				4.8317	3.4819	4.1077			
Directory Enquiry 118711	.5428	.3912	.4615	1.2666	.9128	1.0768			
Directory Enquiry 118712	.7314	.5271	.6218	2.5410	1.8311	2.1602			
Directory Enquiry 118888	1.8096	1.3041	1.5384	1.8096	1.3041	1.5384			
Directory Enquiry 118999	.3620	.2609	.3078	1.6286	1.1736	1.3846			
Directory Enquiry 1187									
France Mobile	.0280	.0202	.0238						
Freephone 080									
Internet Access	.0375	.0270	.0319	.1848	.1332	.1571			
Local Rate 3	.0480	.0346	.0408	.1358	.0979	.1155			
Personal Numbers 087	.0357	.0257	.0304						
Personal Numbers 0873	.0472	.0340	.0401						
Premium 08360	.1123	.0809	.0955				.2069	.1491	.1759
Premium 083601	.2069	.1491	.1759						
Premium 0836019301	.0375	.0270	.0319				.1848	.1332	.1571
Premium 0836097	.1331	.0959	.1132						
Premium 083660	.6203	.4470	.5273				.4137	.2981	.3517
Premium 0836603				1.8612	1.3413	1.5823			
Premium 0836604	1.7821	1.2842	1.5151				.2069	.1491	.1759
Premium 0836622	.1033	.0744	.0878						
Premium 0890	.2751	.1982	.2339				.2751	.1982	.2339
Premium 089064	.2069	.1491	.1759				.2069	.1491	.1759
Premium 08907	.2069	.1491	.1759				.2069	.1491	.1759
Premium 0891	.4137	.2981	.3517				.4137	.2981	.3517
Premium 0892	.6203	.4470	.5273				.6203	.4470	.5273
Premium 0897				1.0340	.7451	.8791			
Premium 0899	.6203	.4470	.5273	2.4815	1.7883	2.1097	3.1021	2.2355	2.6373
Premium 089970	.6203	.4470	.5273	2.4815	1.7883	2.1097			
Shared Cost 081	.0490	.0353	.0417	.1363	.0982	.1159			
Shared Cost 0820	.2069	.1491	.1759	.1965	.1416	.1671			
Shared Cost 082020	.1568	.1130	.1333	.1965	.1416	.1671			
Shared Cost 082021	.1568	.1130	.1333	.1965	.1416	.1671			
Shared Cost 082022	.1568	.1130	.1333	.1965	.1416	.1671			

DOMESTIC VOICE SERVICE EXHIBIT

Shared Cost 082048	.1568	.1130	.1333	.1965	.1416	.1671			
Shared Cost 0821	.2069	.1491	.1759	.1965	.1416	.1671			
Shared Cost 082111	.1568	.1130	.1333	.1965	.1416	.1671			
Shared Cost 082161	.1568	.1130	.1333	.1965	.1416	.1671			
Shared Cost 0825	.2613	.1883	.2221	.1965	.1416	.1671			
Shared Cost 0826	.2613	.1883	.2221	.1965	.1416	.1671			
Shared Cost 1044	.0480	.0346	.0408	.1358	.0979	.1155			
Short Number 320	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3203	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3210	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3213	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3214	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3215	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3216	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3217	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3218	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3219	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 322	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3223	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3229	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 323	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3234	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3236	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3240	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3242	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3243	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3245	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 325	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3253	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3256	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3258	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 326	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3260	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 327	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3270	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3275	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 328	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3281	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 329	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			

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Short Number 3299	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3600	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3601	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3602	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3603	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3604	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3605	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3606	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3608	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3610	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3611	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3618	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3620	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3621	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3624	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3626	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 363	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3634	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3635	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3637	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3639	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3644	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3650	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3655	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3656	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 366	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3660	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3666	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3667	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 367	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3677	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3678	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3680	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 369	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 3699	1.9243	1.3867	1.6359	7.2000	5.1886	6.1211			
Short Number 390	.0506	.0365	.0430	.1430	.1031	.1216			
Short Number 3910	.2177	.1569	.1851						
Short Number 3911	.6203	.4470	.5273	2.4815	1.7883	2.1097			
Short Number 3920	.6203	.4470	.5273						

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Short Number 3922	.6203	.4470	.5273	2.4815	1.7883	2.1097			
Short Number 393	.6203	.4470	.5273						
Short Number 3939	.0506	.0365	.0430	.1430	.1031	.1216			
Short Number 3940	.6203	.4470	.5273						
Short Number 3969	.6203	.4470	.5273						
Short Number 397	.0506	.0365	.0430	.1430	.1031	.1216			
Short Number 3980				1.0340	.7451	.8791			
Short Number 399	.0506	.0365	.0430	.1430	.1031	.1216			

National Voice Services - Netherlands						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.60	4.25	3.00	2.16	2.55
Port Charge Per 10 Consecutive Telephone				50.60	36.46	43.02
Port Charge Per 100 Consecutive Telephone Number				5.50	3.96	4.68
Port Charge Per Telephone Number				74.80	53.90	63.59
Telephone Number	1.00	0.72	0.85			
Telephone Number Vanity Charge				100.00	72.06	85.02

National Voice Services Outbound - Netherlands									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0132	.0095	.0112						
Business Number 088	.0275	.0198	.0234	.0550	.0396	.0468			
Data Services 67	.2200	.1585	.1870						
Data Services 672	.2860	.2061	.2431						
Data Services 673	.2860	.2061	.2431						
Data Services 67400	.4355	.3138	.3702						
Data Services 67500	.5565	.4010	.4731						
Data Services 67777	.1320	.0951	.1122						
Data Services 678	.9919	.7148	.8433						
Data Services 679	.9919	.7148	.8433						
Data Services 67100	.1018	.0734	.0865	.8468	.6102	.7199			
Freephone 800									
Netherlands Mobile	.0575	.0414	.0489						
Pager Services 65				1.4630	1.0543	1.2438			
Pager Services 656				.4598	.3313	.3909			
Pager Services 6570				.4598	.3313	.3909			

DOMESTIC VOICE SERVICE EXHIBIT

Pager Services 6571				.4598	.3313	.3909			
Pager Services 6572				.4598	.3313	.3909			
Pager Services 6573				.4598	.3313	.3909			
Pager Services 6574				.4598	.3313	.3909			
Pager Services 6599	.9423	.6791	.8011						
Pager Services 6600	.6270	.4518	.5330						
Pager Services 6601	.6270	.4518	.5330						
Pager Services 6602				1.0450	.7531	.8884			
Pager Services 6603				2.2781	1.6417	1.9367			
Pager Services 6604				1.3794	.9940	1.1727			
Pager Services 6605				2.2781	1.6417	1.9367			
Pager Services 66066	.8360	.6025	.7107						
Pager Services 6607				1.3794	.9940	1.1727			
Pager Services 6608				1.9228	1.3856	1.6347			
Pager Services 6609	.0477	.0344	.0406	.1625	.1171	.1381			
Pager Services 6616				.9423	.6791	.8011			
Pager Services 66160	.6270	.4518	.5330						
Pager Services 66161	.9423	.6791	.8011						
Pager Services 66162	.4180	.3012	.3554						
Pager Services 66163	1.4710	1.0601	1.2506						
Pager Services 66164	1.4710	1.0601	1.2506						
Pager Services 66165				1.8847	1.3582	1.6023			
Pager Services 66169	1.1495	.8284	.9772						
Pager Services 66506				.7315	.5271	.6219			
Pager Services 66507				.7315	.5271	.6219			
Pager Services 66508				.7315	.5271	.6219			
Pager Services 66509				.7315	.5271	.6219			
Pager Services 66510				.1568	.1130	.1333			
Pager Services 66511				.1568	.1130	.1333			
Pager Services 66512	.0808	.0582	.0687	.0857	.0618	.0729			
Pager Services 66513				2.0915	1.5072	1.7781			
Pager Services 66519	.9423	.6791	.8011						
Pager Services 6653				1.4630	1.0543	1.2438			
Pager Services 665				1.2635	.9105	1.0742			
Personal Assistance Services 84	.4180	.3012	.3554						
Personal Assistance Services 8408	.6270	.4518	.5330						
Personal Assistance Services 84262	1.6778	1.2091	1.4264						
Personal Assistance Services 84263				2.7170	1.9580	2.3099			
Personal Assistance Services 8475	.1008	.0726	.0857	.0857	.0618	.0729			

DOMESTIC VOICE SERVICE EXHIBIT

Personal Assistance Services 8476	.0477	.0344	.0406	.0477	.0344	.0406			
Personal Assistance Services 848	.1254	.0904	.1066						
Personal Assistance Services 8485	.1008	.0726	.0857	.0857	.0618	.0729			
Personal Assistance Services 84899	.0477	.0344	.0406	.1625	.1171	.1381			
Personal Assistance Services 849									
Personal Assistance Services 870	.9500	.6846	.8076						
Personal Assistance Services 871	1.6778	1.2091	1.4264						
Personal Assistance Services 87193				2.7170	1.9580	2.3099			
Personal Assistance Services 873	.9423	.6791	.8011						
Personal Assistance Services 87500	.0550	.0396	.0468						
Personal Assistance Services 8765	1.4710	1.0601	1.2506						
Personal Assistance Services 87785	.0919	.0662	.0781						
Personal Assistance Services 87786	.0919	.0662	.0781						
Personal Assistance Services 87787	.0241	.0174	.0205	.0857	.0618	.0729			
Personal Assistance Services 87788	.0241	.0174	.0205	.0857	.0618	.0729			
Personal Assistance Services 8700									
Personal Assistance Services 8701	.0919	.0662	.0781	.0857	.0618	.0729			
Personal Assistance Services 87784	.7355	.5300	.6253						
Personal Assistance Services 87789									

National Voice Services - Belgium						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	3.60	4.25	3.00	2.16	2.55
Port Charge Per 10 Consecutive Telephone				19.80	14.27	16.83
Port Charge Per 100 Consecutive Telephone Number				13.20	9.51	11.22
Port Charge Per Telephone Number				26.40	19.02	22.44
Telephone Number	1.00	0.72	0.85			
Telephone Number Vanity Charge				100.00	72.06	85.02

National Voice Services Outbound - Belgium									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0350	.0252	.0298						
Belgium Mobile	.0427	.0308	.0363						
Clock service 1200				.1159	.0835	.0985			
Clock service 1300				.1159	.0835	.0985			
Emergency Services									

DOMESTIC VOICE SERVICE EXHIBIT

Freephone 17									
Freephone 800									
Infokiosk 77									
Infokiosk 776	.7481	.5391	.6360	.0440	.0317	.0374			
Infokiosk 777	.7481	.5391	.6360	.0440	.0317	.0374			
Information Services 1207	.0653	.0471	.0555	1.9524	1.4070	1.6598	2.0200	1.4557	1.7173
Information Services 1307	.0653	.0471	.0555	1.9524	1.4070	1.6598			
Information Services 1313	.4546	.3276	.3865	1.8818	1.3561	1.5998			
Information Services 1414	.4546	.3276	.3865	4.9246	3.5489	4.1867			
Missing Child Hot Line 116000									
Pager Services 452				.5171	.3726	.4396			
Pager Services 453				.5171	.3726	.4396			
Pager Services 454				1.1700	.8431	.9947			
Pager Services 458				.5171	.3726	.4396			
Pager Services 459				.5171	.3726	.4396			
Premium 70	.5456	.3932	.4638						
Premium 70231	.2727	.1965	.2318						
Premium 70246	.2727	.1965	.2318						
Premium 70270	.2727	.1965	.2318						
Premium 70271	.2727	.1965	.2318						
Premium 70272	.2727	.1965	.2318						
Premium 70273	.2727	.1965	.2318						
Premium 70274	.2727	.1965	.2318						
Premium 70442	.2727	.1965	.2318						
Premium 70445	.2727	.1965	.2318						
Premium 70474	.2727	.1965	.2318						
Premium 70650	.2727	.1965	.2318						
Premium 70651	.2727	.1965	.2318						
Premium 70652	.2727	.1965	.2318						
Premium 70653	.2727	.1965	.2318						
Premium 70654	.2727	.1965	.2318						
Premium 706634	.2727	.1965	.2318						
Premium 706635	.2727	.1965	.2318						
Premium 70680	.2727	.1965	.2318						
Premium 70681	.2727	.1965	.2318						
Premium 70682	.2727	.1965	.2318						
Premium 70683	.2727	.1965	.2318						
Premium 70684	.2727	.1965	.2318						
Premium 7070	.2727	.1965	.2318						

DOMESTIC VOICE SERVICE EXHIBIT

Premium 70752	.2727	.1965	.2318						
Premium 70753	.2727	.1965	.2318						
Premium 707777	.2727	.1965	.2318						
Premium 900	.9092	.6552	.7730						
Premium 90025	.4546	.3276	.3865						
Premium 900425	.4546	.3276	.3865						
Premium 900502	.4546	.3276	.3865						
Premium 900503	.4546	.3276	.3865						
Premium 900770	.4546	.3276	.3865						
Premium 900771	.4546	.3276	.3865						
Premium 900772	.4546	.3276	.3865						
Premium 900773	.4546	.3276	.3865						
Premium 900774	.4546	.3276	.3865						
Premium 900775	.4546	.3276	.3865						
Premium 900820	.4546	.3276	.3865						
Premium 900821	.4546	.3276	.3865						
Premium 900822	.4546	.3276	.3865						
Premium 900823	.4546	.3276	.3865						
Premium 900824	.4546	.3276	.3865						
Premium 900889	.4546	.3276	.3865						
Premium 902	1.8181	1.3102	1.5457						
Premium 90215	1.3636	.9827	1.1593						
Premium 902280	1.3636	.9827	1.1593						
Premium 902281	1.3636	.9827	1.1593						
Premium 902282	1.3636	.9827	1.1593						
Premium 902283	1.3636	.9827	1.1593						
Premium 902284	1.3636	.9827	1.1593						
Premium 902330	1.3636	.9827	1.1593						
Premium 902331	1.3636	.9827	1.1593						
Premium 902332	1.3636	.9827	1.1593						
Premium 902333	1.3636	.9827	1.1593						
Premium 902334	1.3636	.9827	1.1593						
Premium 902425	1.3636	.9827	1.1593						
Premium 902426	1.3636	.9827	1.1593						
Premium 90251	1.3636	.9827	1.1593						
Premium 902522	1.3636	.9827	1.1593						
Premium 902523	1.3636	.9827	1.1593						
Premium 90254	1.3636	.9827	1.1593						
Premium 902770	1.3636	.9827	1.1593						

DOMESTIC VOICE SERVICE EXHIBIT

Premium 902771	1.3636	.9827	1.1593						
Premium 902772	1.3636	.9827	1.1593						
Premium 902773	1.3636	.9827	1.1593						
Premium 902774	1.3636	.9827	1.1593						
Premium 903	2.7273	1.9654	2.3186						
Premium 903471	2.2727	1.6378	1.9321						
Premium 903472	2.2727	1.6378	1.9321						
Premium 903473	2.2727	1.6378	1.9321						
Premium 90351	2.2727	1.6378	1.9321						
Premium 903532	2.2727	1.6378	1.9321						
Premium 903533	2.2727	1.6378	1.9321						
Premium 90354	2.2727	1.6378	1.9321						
Premium 903550	2.2727	1.6378	1.9321						
Premium 903551	2.2727	1.6378	1.9321						
Premium 903552	2.2727	1.6378	1.9321						
Premium 903553	2.2727	1.6378	1.9321						
Premium 903889	2.2727	1.6378	1.9321						
Premium 904	3.1817	2.2929	2.7049						
Premium 904045									
Premium 904046									
Premium 904047									
Premium 904048									
Premium 904049									
Premium 90436									
Premium 90437									
Premium 90439									
Premium 90439552									
Premium 904442									
Premium 904443									
Premium 904444									
Premium 904445									
Premium 904446									
Premium 904447									
Premium 904448									
Premium 904449									
Premium 90456									
Premium 90469									
Premium 904805									
Premium 904806									

DOMESTIC VOICE SERVICE EXHIBIT

Premium 904807								
Premium 904808								
Premium 904809								
Premium 90482								
Premium 904885	3.6363	2.6205	3.0914					
Premium 904886	3.6363	2.6205	3.0914					
Premium 904887	3.6363	2.6205	3.0914					
Premium 904888	3.6363	2.6205	3.0914					
Premium 904889	3.6363	2.6205	3.0914					
Premium 90516				.9092	.6552	.7730		
Premium 905162				1.8181	1.3102	1.5457		
Premium 905163				1.8181	1.3102	1.5457		
Premium 905164				1.8181	1.3102	1.5457		
Premium 905165				2.7273	1.9654	2.3186		
Premium 905166				2.7273	1.9654	2.3186		
Premium 905167				3.6363	2.6205	3.0914		
Premium 905168				3.6363	2.6205	3.0914		
Premium 905169				3.6363	2.6205	3.0914		
Premium 90522				.4546	.3276	.3865		
Premium 90523				3.6363	2.6205	3.0914		
Premium 90524				2.7273	1.9654	2.3186		
Premium 905244				2.2727	1.6378	1.9321		
Premium 905245				2.2727	1.6378	1.9321		
Premium 905246				2.2727	1.6378	1.9321		
Premium 905247				3.1817	2.2929	2.7049		
Premium 905248				3.1817	2.2929	2.7049		
Premium 905249				3.1817	2.2929	2.7049		
Premium 905330				.4546	.3276	.3865		
Premium 905331				.9092	.6552	.7730		
Premium 905332				1.3636	.9827	1.1593		
Premium 905333				1.8181	1.3102	1.5457		
Premium 905334				2.2727	1.6378	1.9321		
Premium 905335				2.7273	1.9654	2.3186		
Premium 905336				3.1817	2.2929	2.7049		
Premium 905337				3.6363	2.6205	3.0914		
Premium 905338				3.6363	2.6205	3.0914		
Premium 905339				1.8181	1.3102	1.5457		
Premium 90538				3.6363	2.6205	3.0914		
Premium 90540				.4546	.3276	.3865		

DOMESTIC VOICE SERVICE EXHIBIT

Premium 905404				1.3636	.9827	1.1593			
Premium 905405				2.2727	1.6378	1.9321			
Premium 905406				2.7273	1.9654	2.3186			
Premium 90541				.9092	.6552	.7730			
Premium 905414				3.6363	2.6205	3.0914			
Premium 905415				3.1817	2.2929	2.7049			
Premium 905416				3.6363	2.6205	3.0914			
Premium 90542				1.8181	1.3102	1.5457			
Premium 90544				.9092	.6552	.7730			
Premium 90550				3.6363	2.6205	3.0914			
Premium 905500				.4546	.3276	.3865			
Premium 905502				.9092	.6552	.7730			
Premium 905505				1.8181	1.3102	1.5457			
Premium 90553				.9092	.6552	.7730			
Premium 905534				.4546	.3276	.3865			
Premium 905535				.4546	.3276	.3865			
Premium 905536				.4546	.3276	.3865			
Premium 905537				1.3636	.9827	1.1593			
Premium 905538				1.3636	.9827	1.1593			
Premium 905539				1.3636	.9827	1.1593			
Premium 90556				.9092	.6552	.7730			
Premium 905659				56.3636	40.6177	47.9176			
Premium 90566				1.8181	1.3102	1.5457			
Premium 90567				.4546	.3276	.3865			
Premium 90568				.9092	.6552	.7730			
Premium 90569				1.8181	1.3102	1.5457			
Premium 905770				.4546	.3276	.3865			
Premium 905771				.9092	.6552	.7730			
Premium 905772				1.3636	.9827	1.1593			
Premium 905773				1.8181	1.3102	1.5457			
Premium 905774				2.2727	1.6378	1.9321			
Premium 905775				2.7273	1.9654	2.3186			
Premium 905776				2.7273	1.9654	2.3186			
Premium 905777				3.1817	2.2929	2.7049			
Premium 905778				3.6363	2.6205	3.0914			
Premium 905779				3.6363	2.6205	3.0914			
Premium 90582				1.8181	1.3102	1.5457			
Premium 90586				3.6363	2.6205	3.0914			
Premium 905860				.9092	.6552	.7730			

DOMESTIC VOICE SERVICE EXHIBIT

Premium 905861				.9092	.6552	.7730			
Premium 905862				1.8181	1.3102	1.5457			
Premium 905863				1.8181	1.3102	1.5457			
Premium 905864				1.8181	1.3102	1.5457			
Premium 905865				2.7273	1.9654	2.3186			
Premium 905866				2.7273	1.9654	2.3186			
Premium 90588				3.6363	2.6205	3.0914			
Premium 905880				.4546	.3276	.3865			
Premium 905881				.9092	.6552	.7730			
Premium 905882				1.3636	.9827	1.1593			
Premium 905883				1.8181	1.3102	1.5457			
Premium 905884				2.2727	1.6378	1.9321			
Premium 905885				2.7273	1.9654	2.3186			
Premium 905886				3.1817	2.2929	2.7049			
Premium 906	1.8181	1.3102	1.5457						
Premium 90600	.9092	.6552	.7730						
Premium 90606	1.8181	1.3102	1.5457						
Premium 906060	.4546	.3276	.3865						
Premium 906061	.4546	.3276	.3865						
Premium 906062	.9092	.6552	.7730						
Premium 906063	.9092	.6552	.7730						
Premium 906064	1.3636	.9827	1.1593						
Premium 906065	1.3636	.9827	1.1593						
Premium 90616	1.3636	.9827	1.1593						
Premium 90622	.9092	.6552	.7730						
Premium 90623	1.3636	.9827	1.1593						
Premium 90625	.9092	.6552	.7730						
Premium 906330	.4546	.3276	.3865						
Premium 906331	.9092	.6552	.7730						
Premium 906332	1.3636	.9827	1.1593						
Premium 906400									
Premium 906401									
Premium 906444	.9091	.6551	.7729						
Premium 906445	.9091	.6551	.7729						
Premium 906488	1.3636	.9827	1.1593						
Premium 906489	1.3636	.9827	1.1593						
Premium 906800	.4545	.3275	.3864						
Premium 906801	.4545	.3275	.3864						
Premium 906802	.9091	.6551	.7729						

DOMESTIC VOICE SERVICE EXHIBIT

Premium 906803	.9091	.6551	.7729						
Premium 906804	1.3636	.9827	1.1593						
Premium 906805	1.3636	.9827	1.1593						
Premium 907	2.7273	1.9654	2.3186						
Premium 907070	2.2727	1.6378	1.9321						
Premium 907071	2.2727	1.6378	1.9321						
Premium 907074	3.1817	2.2929	2.7049						
Premium 907075	3.1817	2.2929	2.7049						
Premium 907076	3.6363	2.6205	3.0914						
Premium 907077	3.6363	2.6205	3.0914						
Premium 907078	3.6363	2.6205	3.0914						
Premium 907079	3.6363	2.6205	3.0914						
Premium 90723	2.2727	1.6378	1.9321						
Premium 90736	3.6363	2.6205	3.0914						
Premium 90738	3.6363	2.6205	3.0914						
Premium 90739	3.6363	2.6205	3.0914						
Premium 90739000	3.6363	2.6205	3.0914						
Premium 90739275	3.6363	2.6205	3.0914						
Premium 90739276	3.6363	2.6205	3.0914						
Premium 90739277	3.6363	2.6205	3.0914						
Premium 90739552	3.6363	2.6205	3.0914						
Premium 907471	2.2727	1.6378	1.9321						
Premium 907472	2.2727	1.6378	1.9321						
Premium 907473	2.2727	1.6378	1.9321						
Premium 907474	3.1817	2.2929	2.7049						
Premium 907475	3.1817	2.2929	2.7049						
Premium 907476	3.1817	2.2929	2.7049						
Premium 907477	3.6363	2.6205	3.0914						
Premium 907478	3.6363	2.6205	3.0914						
Premium 907479	3.6363	2.6205	3.0914						
Premium 90756	3.1817	2.2929	2.7049						
Premium 907800	2.2727	1.6378	1.9321						
Premium 907801	2.2727	1.6378	1.9321						
Premium 907804	3.1817	2.2929	2.7049						
Premium 907805	3.1817	2.2929	2.7049						
Premium 907806	3.6363	2.6205	3.0914						
Premium 907807	3.6363	2.6205	3.0914						
Premium 907808	3.6363	2.6205	3.0914						
Premium 907809	3.6363	2.6205	3.0914						

DOMESTIC VOICE SERVICE EXHIBIT

Premium 90782	3.6363	2.6205	3.0914						
Premium 907880	2.2727	1.6378	1.9321						
Premium 907881	3.1817	2.2929	2.7049						
Premium 907882	3.6363	2.6205	3.0914						
Premium 90900				56.3636	40.6177	47.9176			
Premium 909000				1.8181	1.3102	1.5457			
Premium 909001				6.3636	4.5858	5.4100			
Premium 909002				10.9091	7.8615	9.2744			
Premium 909003				15.4546	11.1372	13.1388			
Premium 909004				24.5454	17.6883	20.8673			
Premium 909280	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909281				6.3636	4.5858	5.4100			
Premium 909282	5.0001	3.6033	4.2508	6.3636	4.5858	5.4100			
Premium 909283				15.4546	11.1372	13.1388			
Premium 909284	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909285				19.9999	14.4127	17.0030			
Premium 909286	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909287				24.5454	17.6883	20.8673			
Premium 909288	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909289				56.3636	40.6177	47.9176			
Premium 90937				56.3636	40.6177	47.9176			
Premium 909370				19.9999	14.4127	17.0030			
Premium 909371				19.9999	14.4127	17.0030			
Premium 909372				19.9999	14.4127	17.0030			
Premium 909373				38.1819	27.5153	32.4604			
Premium 909374				38.1819	27.5153	32.4604			
Premium 909375				38.1819	27.5153	32.4604			
Premium 90940				10.9091	7.8615	9.2744			
Premium 909405	4.5455	3.2757	3.8644	10.9091	7.8615	9.2744			
Premium 909406	4.5455	3.2757	3.8644	10.9091	7.8615	9.2744			
Premium 909407	4.5455	3.2757	3.8644	10.9091	7.8615	9.2744			
Premium 909408	4.5455	3.2757	3.8644	10.9091	7.8615	9.2744			
Premium 909409	4.5455	3.2757	3.8644	10.9091	7.8615	9.2744			
Premium 90941				6.3636	4.5858	5.4100			
Premium 909415	5.0001	3.6033	4.2508	6.3636	4.5858	5.4100			
Premium 909416	5.0001	3.6033	4.2508	6.3636	4.5858	5.4100			
Premium 909417	5.0001	3.6033	4.2508	6.3636	4.5858	5.4100			
Premium 909418	5.0001	3.6033	4.2508	6.3636	4.5858	5.4100			
Premium 909419	5.0001	3.6033	4.2508	6.3636	4.5858	5.4100			

DOMESTIC VOICE SERVICE EXHIBIT

Premium 90942				15.4546	11.1372	13.1388			
Premium 909425	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909426	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909427	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909428	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909429	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 90943				19.9999	14.4127	17.0030			
Premium 909435	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909436	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909437	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909438	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909439	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 90944				24.5454	17.6883	20.8673			
Premium 909445	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909446	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909447	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909448	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909449	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 90945				29.0909	20.9640	24.7317			
Premium 909455	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 909456	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 909457	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 909458	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 909459	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 90946				56.3636	40.6177	47.9176			
Premium 90947				33.6364	24.2397	28.5961			
Premium 909475	2.2727	1.6378	1.9321	33.6364	24.2397	28.5961			
Premium 909476	2.2727	1.6378	1.9321	33.6364	24.2397	28.5961			
Premium 909477	2.2727	1.6378	1.9321	33.6364	24.2397	28.5961			
Premium 909478	2.2727	1.6378	1.9321	33.6364	24.2397	28.5961			
Premium 909479	2.2727	1.6378	1.9321	33.6364	24.2397	28.5961			
Premium 90948				38.1819	27.5153	32.4604			
Premium 909485	1.8181	1.3102	1.5457	38.1819	27.5153	32.4604			
Premium 909486	1.8181	1.3102	1.5457	38.1819	27.5153	32.4604			
Premium 909487	1.8181	1.3102	1.5457	38.1819	27.5153	32.4604			
Premium 909488	1.8181	1.3102	1.5457	38.1819	27.5153	32.4604			
Premium 909489	1.8181	1.3102	1.5457	38.1819	27.5153	32.4604			
Premium 90949				1.8181	1.3102	1.5457			
Premium 909495	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			

DOMESTIC VOICE SERVICE EXHIBIT

Premium 909496	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909497	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909498	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909499	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909650	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909651	3.6363	2.6205	3.0914	19.9984	14.4116	17.0017			
Premium 909652									
Premium 909653									
Premium 909654									
Premium 909655									
Premium 909656									
Premium 909657									
Premium 909658									
Premium 909660	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909661				15.4546	11.1372	13.1388			
Premium 909662				10.9091	7.8615	9.2744			
Premium 909663				6.3636	4.5858	5.4100			
Premium 909664				19.9999	14.4127	17.0030			
Premium 909665				24.5454	17.6883	20.8673			
Premium 909666				29.0909	20.9640	24.7317			
Premium 909667				33.6364	24.2397	28.5961			
Premium 909668				38.1819	27.5153	32.4604			
Premium 909669				56.3636	40.6177	47.9176			
Premium 90977				1.8181	1.3102	1.5457			
Premium 909774				6.3636	4.5858	5.4100			
Premium 909775				6.3636	4.5858	5.4100			
Premium 909776				15.4546	11.1372	13.1388			
Premium 909777				19.9999	14.4127	17.0030			
Premium 909778				24.5454	17.6883	20.8673			
Premium 909779				56.3636	40.6177	47.9176			
Premium 90980				1.8181	1.3102	1.5457			
Premium 909805	5.4546	3.9308	4.6372	1.8181	1.3102	1.5457			
Premium 909806	5.4546	3.9308	4.6372	1.8181	1.3102	1.5457			
Premium 909807	5.4546	3.9308	4.6372	1.8181	1.3102	1.5457			
Premium 909808	5.4546	3.9308	4.6372	1.8181	1.3102	1.5457			
Premium 909809	5.4546	3.9308	4.6372	1.8181	1.3102	1.5457			
Premium 90981				6.3636	4.5858	5.4100			
Premium 909815	5.0025	3.6050	4.2529	6.3636	4.5858	5.4100			
Premium 909816	5.0025	3.6050	4.2529	6.3636	4.5858	5.4100			

DOMESTIC VOICE SERVICE EXHIBIT

Premium 909817	5.0025	3.6050	4.2529	6.3636	4.5858	5.4100			
Premium 909818	5.0025	3.6050	4.2529	6.3636	4.5858	5.4100			
Premium 909819	5.0025	3.6050	4.2529	6.3636	4.5858	5.4100			
Premium 90982				15.4546	11.1372	13.1388			
Premium 909825	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909826	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909827	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909828	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909829	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 90983				19.9999	14.4127	17.0030			
Premium 909835	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909836	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909837	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909838	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 909839	3.6363	2.6205	3.0914	19.9999	14.4127	17.0030			
Premium 90984				24.5454	17.6883	20.8673			
Premium 909845	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909846	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909847	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909848	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 909849	3.1817	2.2929	2.7049	24.5454	17.6883	20.8673			
Premium 90985				29.0909	20.9640	24.7317			
Premium 909855	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 909856	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 909857	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 909858	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 909859	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Premium 90986				56.3636	40.6177	47.9176			
Premium 90987				1.8181	1.3102	1.5457			
Premium 909875	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909876	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909877	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909878	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909879	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 90988				1.8181	1.3102	1.5457			
Premium 909885	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909886	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909887	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909888	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			

DOMESTIC VOICE SERVICE EXHIBIT

Premium 909889	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 90989				1.8181	1.3102	1.5457			
Premium 909895	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909896	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909897	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909898	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909899	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 9099	5.4544	3.9306	4.6371	56.3636	40.6177	47.9176			
Premium 909900	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909901				6.3636	4.5858	5.4100			
Premium 909902				10.9091	7.8615	9.2744			
Premium 909903				15.4546	11.1372	13.1388			
Premium 909904				19.9999	14.4127	17.0030			
Premium 909905				24.5454	17.6883	20.8673			
Premium 909906				29.0909	20.9640	24.7317			
Premium 909907				33.6364	24.2397	28.5961			
Premium 909908				38.1819	27.5153	32.4604			
Premium 909990	5.0001	3.6033	4.2508	6.3636	4.5858	5.4100			
Premium 909991				1.8181	1.3102	1.5457			
Premium 909992				6.3636	4.5858	5.4100			
Premium 909993				10.9091	7.8615	9.2744			
Premium 909994				15.4546	11.1372	13.1388			
Premium 909995				24.5454	17.6883	20.8673			
Premium 909996				56.3636	40.6177	47.9176			
Premium 909997	5.4544	3.9306	4.6371	1.8181	1.3102	1.5457			
Premium 909998	4.0909	2.9481	3.4779	15.4546	11.1372	13.1388			
Premium 909999	2.7273	1.9654	2.3186	29.0909	20.9640	24.7317			
Shared Cost 78	.0480	.0346	.0408	.0418	.0301	.0355			

Toll Free/Free Phone - United States							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
United States Toll Free Number	800 Number	3.00	2.16	2.55			
United States Toll Free Call Type Feature	Area Code Blocking				25.00	18.02	21.25
United States Toll Free Call Type Feature	Info Digit Blocking	10.00	7.21	8.50			
United States Toll Free Call Type Feature	Info Digit Routing	10.00	7.21	8.50			
United States Toll Free Call Type Feature	Info Digit Screening	15.00	10.81	12.75	15.00	10.81	12.75
United States Toll Free Call Type Feature	National Directory Assistance	20.00	14.41	17.00			
United States Toll Free Call Type Feature	Origin of Call Blocking	10.00	7.21	8.50			
United States Toll Free Call Type Feature	Origin of Call Routing	10.00	7.21	8.50			
United States Toll Free Call Type Feature	Payphone Surcharge (per call)				0.62	0.45	0.53

DOMESTIC VOICE SERVICE EXHIBIT

United States Toll Free Call Type Feature	Percent Allocation Routing	10.00	7.21	8.50		
United States Toll Free Call Type Feature	Time of Day Routing	10.00	7.21	8.50		
United States Toll Free Call Type Feature	Vanity Number					

Toll Free/Free Phone - United States					
Rates are per minute / 18 second minimum / 6 second rounding					
		Rate Per Minute			
		USD	GBP	EUR	
United States Interstate	Interstate	.0265	.0191	.0225	
United States Canadian Origination	United	.0700	.0504	.0595	
United States Intrastate	Alabama	.0450	.0324	.0383	
United States Intrastate	Alaska	.1200	.0865	.1020	
United States Intrastate	Arizona	.0600	.0432	.0510	
United States Intrastate	Arkansas	.0650	.0468	.0553	
United States Intrastate	California	.0300	.0216	.0255	
United States Intrastate	Colorado	.0625	.0450	.0531	
United States Intrastate	Connecticut	.0350	.0252	.0298	
United States Intrastate	Delaware	.0350	.0252	.0298	
United States Intrastate	Florida	.0575	.0414	.0489	
United States Intrastate	Georgia	.0600	.0432	.0510	
United States Intrastate	Hawaii	.0925	.0667	.0786	
United States Intrastate	Idaho	.0900	.0649	.0765	
United States Intrastate	Illinois	.0280	.0202	.0238	
United States Intrastate	Indiana	.0265	.0191	.0225	
United States Intrastate	Iowa	.0800	.0577	.0680	
United States Intrastate	Kansas	.0500	.0360	.0425	
United States Intrastate	Kentucky	.0450	.0324	.0383	
United States Intrastate	Louisiana	.0350	.0252	.0298	
United States Intrastate	Maine	.0550	.0396	.0468	
United States Intrastate	Maryland	.0500	.0360	.0425	
United States Intrastate	Massachusetts	.0450	.0324	.0383	
United States Intrastate	Michigan	.0300	.0216	.0255	
United States Intrastate	Minnesota	.0650	.0468	.0553	
United States Intrastate	Mississippi	.0500	.0360	.0425	
United States Intrastate	Missouri	.0675	.0486	.0574	
United States Intrastate	Montana	.0960	.0692	.0816	
United States Intrastate	Nebraska	.0650	.0468	.0553	
United States Intrastate	Nevada	.0575	.0414	.0489	
United States Intrastate	New Hampshire	.0700	.0504	.0595	
United States Intrastate	New Jersey	.0400	.0288	.0340	
United States Intrastate	New Mexico	.0300	.0216	.0255	
United States Intrastate	New York	.0580	.0418	.0493	
United States Intrastate	North Carolina	.0470	.0339	.0400	
United States Intrastate	North Dakota	.1075	.0775	.0914	
United States Intrastate	Ohio	.0300	.0216	.0255	
United States Intrastate	Oklahoma	.0650	.0468	.0553	
United States Intrastate	Oregon	.0400	.0288	.0340	

DOMESTIC VOICE SERVICE EXHIBIT

United States Intrastate	Pennsylvania	.0500	.0360	.0425
United States Intrastate	Rhode Island	.0525	.0378	.0446
United States Intrastate	South Carolina	.0450	.0324	.0383
United States Intrastate	South Dakota	.1800	.1297	.1530
United States Intrastate	Tennessee	.0600	.0432	.0510
United States Intrastate	Texas	.0600	.0432	.0510
United States Intrastate	Utah	.0500	.0360	.0425
United States Intrastate	Vermont	.0645	.0465	.0548
United States Intrastate	Virginia	.0600	.0432	.0510
United States Intrastate	Washington	.0560	.0404	.0476
United States Intrastate	West Virginia	.0600	.0432	.0510
United States Intrastate	Wisconsin	.0375	.0270	.0319
United States Intrastate	Wyoming	.0500	.0360	.0425

Toll Free/Free Phone - UK							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
UK Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
UK Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
UK Toll Free/Freephone Call Type	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - UK							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
UK Origination	Landline Origination	.0398	.0287	.0338			
UK Origination	Payphone Origination	1.1455	.8255	.9738			

Toll Free/Free Phone - Germany							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Germany Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
Germany Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
Germany Toll Free/Freephone Call Type Feature	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - Germany							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Germany Origination	Landline Origination	.0158	.0114	.0134			
Germany Origination	Mobile Origination	.2178	.1570	.1852			
Germany Origination	Payphone Origination	.4950	.3567	.4208			

DOMESTIC VOICE SERVICE EXHIBIT

Toll Free/Free Phone - France							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
France Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
France Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
France Toll Free/Freephone Call Type Feature	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - France							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
France Origination	Landline Origination	.0198	.0143	.0168			
France Origination	Mobile Origination	.0880	.0634	.0748			
France Origination	Payphone Origination	.2200	.1585	.1870			

Toll Free/Free Phone - Netherlands							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Netherlands Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
Netherlands Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
Netherlands Toll Free/Freephone Call Type Feature	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - Netherlands							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Netherlands Origination	Landline Origination	.0880	.0634	.0748			
Netherlands Origination	Mobile Origination	.4400	.3171	.3741			

Toll Free/Free Phone - Belgium							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Belgium Toll Free / Freephone Number	Freephone Number	3.00	2.16	2.55			
Belgium Toll Free / Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
Belgium Toll Free / Freephone Call Type Feature	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - Belgium							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Belgium Origination	Landline Origination	.0334	.0241	.0284			
Belgium Origination	Mobile Origination	.6027	.4343	.5124			

DOMESTIC VOICE SERVICE EXHIBIT

Belgium Origination	Payphone Origination	.3568	.2571	.3033
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Toll Free/Free Phone - Ireland							
		USD	MRC GBP	EUR	USD	NRC GBP	EUR
Ireland Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
Ireland Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
Ireland Toll Free/Freephone Call Type Feature	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - Ireland							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Ireland Origination	Landline Origination	.0264	.0190	.0224			
Ireland Origination	Mobile Origination	.7480	.5390	.6359			
Ireland Origination	Payphone Origination	.5060	.3646	.4302			

Toll Free/Free Phone - Austria							
		USD	MRC GBP	EUR	USD	NRC GBP	EUR
Austria Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
Austria Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
Austria Toll Free/Freephone Call Type Feature	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - Austria							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Austria Origination	Landline Origination	.0626	.0451	.0532			
Austria Origination	Mobile Origination	.2323	.1674	.1975			
Austria Origination	Payphone Origination	.1320	.0951	.1122			

Toll Free/Free Phone - Portugal							
		USD	MRC GBP	EUR	USD	NRC GBP	EUR
Portugal Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
Portugal Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
Portugal Toll Free/Freephone Call Type Feature	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - Spain							
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DOMESTIC VOICE SERVICE EXHIBIT

Toll Free/Free Phone - Portugal				
Rates are per minute / 18 second minimum / 6 sec rounding				
		Rate Per Minute		
		USD	GBP	EUR
Portugal Origination	Landline Origination	.0925	.0667	.0786
Portugal Origination	Mobile Origination	.0925	.0667	.0786
Portugal Origination	Payphone Origination	.0925	.0667	.0786

Toll Free/Free Phone - Spain							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Spain Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
Spain Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
Spain Toll Free/Freephone Call Type	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - Spain				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
Spain Origination	Landline Origination	.0168	.0121	.0143
Spain Origination	Mobile Origination	.2926	.2109	.2488
Spain Origination	Payphone Origination	.1540	.1110	.1309

Toll Free/Free Phone - Switzerland							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Switzerland Toll Free/ Freephone Number	Freephone Number	3.00	2.16	2.55			
Switzerland Toll Free/ Freephone Number	Freephone Number Port Charge Per				3.00	2.16	2.55
Switzerland Toll Free/Freephone Call Type Feature	Vanity Number				100.00	72.06	85.02

Toll Free/Free Phone - Switzerland				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
Switzerland Origination	Landline Origination	.0334	.0241	.0284
Switzerland Origination	Mobile Origination	.1836	.1323	.1561
Switzerland Origination	Payphone Origination	.4720	.3401	.4013

DOMESTIC VOICE SERVICE EXHIBIT

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
Country	Dedicated Rate Per Minute (USD)	Dedicated Rate Per Minute (GBP)	Dedicated Rate Per Minute (EUR)
Afghanistan	.3000	.2162	.2550
Afghanistan-Mobile	.3200	.2306	.2720
Albania	.2400	.1730	.2040
Albania Tirana	.2030	.1463	.1726
Albania-Mobile	.6000	.4324	.5101
Albania-NGN	.2400	.1730	.2040
Algeria	.1000	.0721	.0850
Algeria-Mobile	.6800	.4900	.5781
American Samoa	.0125	.0090	.0106
Andorra	.1800	.1297	.1530
Andorra-Mobile	.3500	.2522	.2976
Angola	.1000	.0721	.0850
Angola-Mobile	.2600	.1874	.2210
Anquilla	.4000	.2883	.3401
Anquilla-Mobile	.4200	.3027	.3571
Antarctica	2.6000	1.8737	2.2104
Antarctica-Norfolk Island	1.6638	1.1990	1.4145
Antigua and Barbuda	.3000	.2162	.2550
Antigua and Barbuda-	.3000	.2162	.2550
Argentina	.0330	.0238	.0281
Argentina-Buenos Aires	.0063	.0045	.0054
Argentina-Mobile	.2200	.1585	.1870
Armenia	.3800	.2738	.3231
Armenia-Mobile	.3800	.2738	.3231
Aruba	.1500	.1081	.1275
Aruba-Mobile	.3300	.2378	.2806
Ascension Island	1.7500	1.2611	1.4878
Australia	.0200	.0144	.0170
Australia-Melbourne	.0120	.0086	.0102
Australia-Mobile	.0354	.0255	.0301
Australia-Perth	.0120	.0086	.0102
Australia-Sydney	.0120	.0086	.0102
Austria	.0880	.0634	.0748
Austria-Mobile	.2000	.1441	.1700
Austria-NGN	.3494	.2518	.2970
Azerbaijan	.5000	.3603	.4251
Azerbaijan-Mobile	.4000	.2883	.3401
Bahamas	.1600	.1153	.1360
Bahamas-Mobile	.2000	.1441	.1700
Bahrain	.2200	.1585	.1870
Bahrain-Mobile	.2200	.1585	.1870

DOMESTIC VOICE SERVICE EXHIBIT

Bahrain-NGN	.2200	.1585	.1870
Bangladesh	.0600	.0432	.0510
Bangladesh-Mobile	.0600	.0432	.0510
Barbados	.2200	.1585	.1870
Barbados-Mobile	.3200	.2306	.2720
Belarus	.4500	.3243	.3826
Belarus-Mobile	.4500	.3243	.3826
Belgium	.0700	.0504	.0595
Belgium-Mobile	.2600	.1874	.2210
Belgium-Mobile Base	.0486	.0350	.0413
Belgium-Mobile Mobistar	.0486	.0350	.0413
Belgium-Mobile Proximus	.0486	.0350	.0413
Belgium-NGN	.3660	.2638	.3112
Belize	.3100	.2234	.2635
Benin	.4200	.3027	.3571
Bermuda	.0700	.0504	.0595
Bhutan	.0750	.0540	.0638
Bhutan-Mobile	.0750	.0540	.0638
Bolivia	.2000	.1441	.1700
Bolivia-La Paz	.1324	.0954	.1126
Bolivia-Mobile	.2000	.1441	.1700
Bosnia/Herzegovina	.1997	.1439	.1698
Bosnia/Herzegovina-	.7219	.5202	.6137
Botswana	.2000	.1441	.1700
Botswana-Mobile	.2800	.2018	.2380
Brazil	.0200	.0144	.0170
Brazil-Belo Horizonte	.0120	.0086	.0102
Brazil-Brasilia	.0120	.0086	.0102
Brazil-Curitiba	.0120	.0086	.0102
Brazil-Florianapolis	.0120	.0086	.0102
Brazil-Fortaleza	.0120	.0086	.0102
Brazil-Goiania	.0120	.0086	.0102
Brazil-Governador	.0120	.0086	.0102
Brazil-Mobile	.1200	.0865	.1020
Brazil-Porto Alegre	.0120	.0086	.0102
Brazil-Recife	.0120	.0086	.0102
Brazil-Rio de Janeiro	.0120	.0086	.0102
Brazil-Salvador	.0120	.0086	.0102
Brazil-Sao Paulo	.0120	.0086	.0102
Brazil-Vitoria	.0120	.0086	.0102
British Virgin Islands	.2329	.1678	.1980
British Virgin Islands-	.2329	.1678	.1980
Brunei	.0600	.0432	.0510
Brunei-Mobile	.0600	.0432	.0510
Bulgaria	.1000	.0721	.0850
Bulgaria-Mobile	.4000	.2883	.3401
Burkina Faso	.4500	.3243	.3826
Burkina Faso-Mobile	.4500	.3243	.3826

DOMESTIC VOICE SERVICE EXHIBIT

Burundi	1.0242	.7381	.8707
Burundi-Mobile	1.0242	.7381	.8707
Cambodia	.1000	.0721	.0850
Cambodia-Mobile	.1000	.0721	.0850
Cameroon	.1810	.1304	.1539
Cameroon-Mobile	.4500	.3243	.3826
Canada	.0100	.0072	.0085
Canada-Yukon and NW Territories 867	.0566	.0408	.0481
Cape Verde Islands	.3394	.2446	.2885
Cape Verde Islands-	.4659	.3357	.3961
Cayman Islands	.2000	.1441	.1700
Cayman Islands-Mobile	.2000	.1441	.1700
Cayman Islands-NGN	.2000	.1441	.1700
Central African Republic	.6500	.4684	.5526
Chad	.8500	.6125	.7226
Chad-Mobile	.8500	.6125	.7226
Chile	.1000	.0721	.0850
Chile-Easter Island	.7653	.5515	.6506
Chile-Mobile	.1000	.0721	.0850
Chile-NGN	.1000	.0721	.0850
Chile-Santiago	.0333	.0240	.0283
China	.0289	.0208	.0246
Colombia	.0500	.0360	.0425
Colombia-Mobile	.0500	.0360	.0425
Comoros	.6500	.4684	.5526
Comoros-Mobile	.6500	.4684	.5526
Congo	.6500	.4684	.5526
Cook Islands	1.8500	1.3332	1.5728
Costa Rica	.0400	.0288	.0340
Costa Rica-Mobile	.0900	.0649	.0765
Costa Rica-NGN	.0400	.0288	.0340
Croatia	.2200	.1585	.1870
Croatia-Mobile	.3800	.2738	.3231
Croatia-NGN	.2200	.1585	.1870
Cuba	.8500	.6125	.7226
Cyprus	.0600	.0432	.0510
Cyprus-Mobile	.1000	.0721	.0850
Cyprus-NGN	.0600	.0432	.0510
Czech Republic	.0500	.0360	.0425
Czech Republic-Mobile	.1500	.1081	.1275
Czech Republic-Prague	.0253	.0182	.0215
Dem. Rep. of Congo	.7597	.5475	.6459
Dem. Rep. of Congo-	.6899	.4972	.5865
Dem. Rep. of Congo-NGN	.7597	.5475	.6459
Denmark	.0180	.0130	.0153
Denmark-Mobile	.0500	.0360	.0425
Denmark-NGN	.0166	.0120	.0141

DOMESTIC VOICE SERVICE EXHIBIT

Diego Garcia	2.5626	1.8467	2.1786
Djibouti	.5500	.3964	.4676
Djibouti-Mobile	.5500	.3964	.4676
Dominica	.3500	.2522	.2976
Dominica-Mobile	.3500	.2522	.2976
Dominican Republic	.0500	.0360	.0425
Dominican Republic-	.1200	.0865	.1020
East Timor	.4659	.3357	.3961
Ecuador	.2000	.1441	.1700
Ecuador-Mobile	.3000	.2162	.2550
Egypt	.1500	.1081	.1275
Egypt-Mobile	.1500	.1081	.1275
El Salvador	.2800	.2018	.2380
El Salvador-Mobile	.2800	.2018	.2380
Equatorial Guinea	.7000	.5044	.5951
Eritrea	.4000	.2883	.3401
Estonia	.0450	.0324	.0383
Estonia-Mobile	.5000	.3603	.4251
Estonia-NGN	1.5714	1.1324	1.3359
Ethiopia	.3500	.2522	.2976
Ethiopia-Mobile	.3500	.2522	.2976
Falkland Islands	1.2645	.9112	1.0750
Faroe Islands	.0693	.0499	.0589
Fiji	.4500	.3243	.3826
Fiji-Mobile	.4500	.3243	.3826
Finland	.3900	.2810	.3316
Finland-Corporate	.3900	.2810	.3316
Finland-Helsinki	.3900	.2810	.3316
Finland-Mobile	.3900	.2810	.3316
Finland-NGN	.3900	.2810	.3316
France	.0200	.0144	.0170
France-Mobile	.1000	.0721	.0850
France-Mobile Orange	.1000	.0721	.0850
France-Mobile SFR	.1000	.0721	.0850
France-NGN	.3627	.2614	.3084
France-Paris	.0073	.0053	.0062
French Antilles/Martinique	.0160	.0115	.0136
French Antilles/Martinique-Mobile	.0942	.0679	.0801
French Guiana	.1500	.1081	.1275
French Guiana-Mobile	.2000	.1441	.1700
French Polynesia	.3500	.2522	.2976
French Polynesia-Mobile	.3500	.2522	.2976
Gabon	.5500	.3964	.4676
Gabon-Mobile	.5500	.3964	.4676
Gambia	.6500	.4684	.5526
Gambia-Mobile	.6500	.4684	.5526
Georgia	.3000	.2162	.2550

DOMESTIC VOICE SERVICE EXHIBIT

Georgia-Mobile	.5000	.3603	.4251
Germany	.0120	.0086	.0102
Germany-Berlin	.0104	.0075	.0088
Germany-Frankfurt	.0104	.0075	.0088
Germany-Hamburg	.0104	.0075	.0088
Germany-Mobile	.0420	.0303	.0357
Germany-Munich	.0104	.0075	.0088
Germany-NGN	.0200	.0144	.0170
Ghana	.3200	.2306	.2720
Ghana-Mobile	.3200	.2306	.2720
Gibraltar	.0700	.0504	.0595
Gibraltar-Mobile	.2500	.1802	.2125
Global Mobile	11.6967	8.4291	9.9440
Greece	.0400	.0288	.0340
Greece-Athens	.0200	.0144	.0170
Greece-Mobile	.1500	.1081	.1275
Greenland	.7500	.5405	.6376
Greenland-Mobile	.7500	.5405	.6376
Grenada	.3200	.2306	.2720
Grenada-Mobile	.3200	.2306	.2720
Guadeloupe	.0500	.0360	.0425
Guadeloupe-Mobile	.1500	.1081	.1275
Guam	.0125	.0090	.0106
Guatemala	.1800	.1297	.1530
Guatemala-Mobile	.1800	.1297	.1530
Guinea	.7000	.5044	.5951
Guinea Bissau	.7187	.5179	.6110
Guinea Bissau-Mobile	.7187	.5179	.6110
Guinea-Mobile Areeba	.7000	.5044	.5951
Guinea-NGN	.7000	.5044	.5951
Guyana	.3500	.2522	.2976
Guyana-Mobile	.3500	.2522	.2976
Haiti	.4200	.3027	.3571
Haiti-Mobile	.3500	.2522	.2976
Haiti-NGN	.4200	.3027	.3571
Honduras	.2000	.1441	.1700
Honduras-Mobile Celtel	.2063	.1487	.1754
Hong Kong	.0275	.0198	.0234
Hong Kong-Mobile	.0275	.0198	.0234
Hungary	.0750	.0540	.0638
Hungary-Mobile	.0750	.0540	.0638
Iceland	.0300	.0216	.0255
Iceland-Mobile	.0900	.0649	.0765
India	.0150	.0108	.0128
India-Mobile	.0300	.0216	.0255
Indonesia	.0450	.0324	.0383
Indonesia-Mobile	.0600	.0432	.0510
Inmarsat	12.3156	8.8751	10.4701

DOMESTIC VOICE SERVICE EXHIBIT

Iran	.2750	.1982	.2338
Iran-Mobile	.2750	.1982	.2338
Iraq	.2500	.1802	.2125
Iraq-Mobile	.2500	.1802	.2125
Iraq-NGN	.2500	.1802	.2125
Ireland	.0150	.0108	.0128
Ireland-Mobile	.0616	.0444	.0524
Ireland-NGN	.0150	.0108	.0128
Israel	.0150	.0108	.0128
Israel-Mobile	.0450	.0324	.0383
Israel-Paltel	.2662	.1918	.2263
Israel-Paltel Mobile	.2662	.1918	.2263
Italy	.0150	.0108	.0128
Italy-Milan	.0040	.0029	.0034
Italy-Mobile	.1500	.1081	.1275
Italy-NGN	.0040	.0029	.0034
Italy-Rome	.0040	.0029	.0034
Ivory Coast	.4600	.3315	.3911
Ivory Coast-Mobile	.4600	.3315	.3911
Jamaica	.2800	.2018	.2380
Jamaica-Mobile	.2800	.2018	.2380
Japan	.0400	.0288	.0340
Japan-IP Phone	.0266	.0192	.0226
Japan-Mobile	.1000	.0721	.0850
Jordan	.3000	.2162	.2550
Jordan-Mobile	.3200	.2306	.2720
Kenya	.2800	.2018	.2380
Kenya-Mobile	.3000	.2162	.2550
Kiribati/Gilbert Island	3.1186	2.2474	2.6513
Kuwait	.1600	.1153	.1360
Kuwait-Mobile	.1800	.1297	.1530
Kuwait-NGN	.1600	.1153	.1360
Kyrgyzstan	.2200	.1585	.1870
Kyrgyzstan-Mobile	.3000	.2162	.2550
Laos	.1600	.1153	.1360
Laos-Mobile	.1600	.1153	.1360
Latvia	.6500	.4684	.5526
Latvia-Mobile	.9000	.6486	.7651
Latvia-NGN	.6500	.4684	.5526
Lebanon	.1965	.1416	.1671
Lebanon-Mobile	.2600	.1874	.2210
Lesotho	.4695	.3383	.3991
Lesotho-Mobile	.4695	.3383	.3991
Liberia	.5200	.3747	.4421
Libya	.3975	.2865	.3379
Libya-Mobile	.5285	.3809	.4493
Liechtenstein	.0900	.0649	.0765
Liechtenstein-Mobile	1.0500	.7567	.8927

DOMESTIC VOICE SERVICE EXHIBIT

Liechtenstein-NGN	.0805	.0580	.0684
Lithuania	.2500	.1802	.2125
Lithuania-Mobile	.4975	.3585	.4230
Lithuania-NGN	1.7714	1.2765	1.5060
Luxembourg	.2150	.1549	.1828
Luxembourg-Mobile	.2650	.1910	.2253
Macau	.1572	.1133	.1336
Macedonia	.2425	.1748	.2062
Macedonia-Mobile	.5500	.3964	.4676
Madagascar	.8200	.5909	.6971
Madagascar-Mobile	.8200	.5909	.6971
Malawi	.4500	.3243	.3826
Malaysia	.0340	.0245	.0289
Malaysia-Johar Bahru	.0233	.0168	.0198
Malaysia-Kuala Lumpur	.0233	.0168	.0198
Malaysia-Mobile	.0340	.0245	.0289
Maldives	1.2000	.8648	1.0202
Maldives-Mobile	1.2000	.8648	1.0202
Mali	.3985	.2872	.3388
Mali-Mobile	.5375	.3873	.4570
Malta	.6800	.4900	.5781
Malta-Mobile	.2945	.2122	.2504
Marshall Islands	.4350	.3135	.3698
Mauritania	.8400	.6053	.7141
Mauritius	.2400	.1730	.2040
Mexico	.0120	.0086	.0102
Mexico-Guadalajara	.0020	.0014	.0017
Mexico-Mexico City	.0021	.0015	.0018
Mexico-Mobile	.0120	.0086	.0102
Mexico-Monterrey	.0020	.0014	.0017
Mexico-Satellite	.0144	.0104	.0122
Micronesia	.8485	.6115	.7214
Moldova	.5500	.3964	.4676
Moldova-Mobile	.5500	.3964	.4676
Monaco	.1500	.1081	.1275
Monaco-Mobile	.3910	.2818	.3324
Monaco-Mobile KFOR	.5530	.3985	.4701
Mongolia	.0296	.0213	.0252
Mongolia-NGN	.0296	.0213	.0252
Montenegro	.4250	.3063	.3613
Montenegro-Mobile	.4750	.3423	.4038
Montenegro-NGN	.4250	.3063	.3613
Montserrat	.3500	.2522	.2976
Morocco	.3900	.2810	.3316
Morocco-Mobile	.5500	.3964	.4676
Morocco-NGN	.3900	.2810	.3316
Mozambique	.0900	.0649	.0765
Mozambique-Mobile	.3200	.2306	.2720

DOMESTIC VOICE SERVICE EXHIBIT

Myanmar	.2450	.1766	.2083
Namibia	.1850	.1333	.1573
Namibia-Mobile	.1850	.1333	.1573
Nauru	1.8800	1.3548	1.5983
Nepal	.1950	.1405	.1658
Nepal-Mobile	.1950	.1405	.1658
Netherlands Antilles	.2090	.1506	.1777
Netherlands Antilles-Mobile	.1577	.1136	.1341
Netherlands Antilles-NGN	.2090	.1506	.1777
Netherlands Antilles-St Maarten	.1577	.1136	.1341
Netherlands	.0800	.0577	.0680
Netherlands-Mobile	.0800	.0577	.0680
Netherlands-Mobile	.0800	.0577	.0680
Netherlands-NGN	.2662	.1918	.2263
New Caledonia	.4855	.3499	.4127
New Zealand	.0250	.0180	.0213
New Zealand-Mobile	.0750	.0540	.0638
Nicaragua	.1950	.1405	.1658
Nicaragua-Mobile	.2800	.2018	.2380
Niger	.5900	.4252	.5016
Niger-Mobile	.5900	.4252	.5016
Niger-NGN	.5900	.4252	.5016
Nigeria	.1700	.1225	.1445
Nigeria-Lagos	.1298	.0935	.1103
Nigeria-Mobile	.1700	.1225	.1445
Niue	2.8500	2.0538	2.4229
North Korea	.8560	.6169	.7277
Northern Marianas	.0719	.0518	.0611
Norway	.0165	.0119	.0140
Norway-Mobile	.0300	.0216	.0255
Norway-Mobile Tele2	.0186	.0134	.0158
Norway-Mobile Telenor	.0186	.0134	.0158
Norway-NGN	.0985	.0710	.0837
Oman	.2800	.2018	.2380
Oman-Mobile	.3700	.2666	.3146
Pakistan	.0560	.0404	.0476
Pakistan-Mobile	.0560	.0404	.0476
Pakistan-NGN	.0560	.0404	.0476
Palau	.4000	.2883	.3401
Palestinian Authority	.1997	.1439	.1698
Palestinian Authority-	.2263	.1631	.1924
Panama	.0350	.0252	.0298
Panama-Mobile	.1800	.1297	.1530
Papua New Guinea	1.4200	1.0233	1.2072
Papua New Guinea-NGN	1.4200	1.0233	1.2072
Paraguay	.0700	.0504	.0595
Paraguay-Mobile	.1000	.0721	.0850

DOMESTIC VOICE SERVICE EXHIBIT

Peru	.0200	.0144	.0170
Peru-Lima	.0075	.0054	.0064
Peru-Lima-Mobile	.0075	.0054	.0064
Peru-Mobile	.0200	.0144	.0170
Peru-Rural	.2656	.1914	.2258
Philippines	.1525	.1099	.1296
Philippines-Mobile	.1525	.1099	.1296
Poland	.1540	.1110	.1309
Poland-Mobile	.1540	.1110	.1309
Poland-Mobile P4	.1540	.1110	.1309
Poland-NGN	.1540	.1110	.1309
Portugal	.0320	.0231	.0272
Portugal-Mobile	.1540	.1110	.1309
Principe and Sao Tome	2.5460	1.8347	2.1645
Qatar	.3000	.2162	.2550
Qatar-Mobile	.3000	.2162	.2550
Reunion Island	.1318	.0950	.1121
Reunion Island-Mobile	.1318	.0950	.1121
Romania	.0120	.0086	.0102
Romania-Mobile	.0300	.0216	.0255
Russia	.1200	.0865	.1020
Russia-Kazakhstan Mobile	.1753	.1263	.1490
Russia-Kazakhstan NGN	.1753	.1263	.1490
Russia-Mobile	.2500	.1802	.2125
Russia-Moscow	.0248	.0179	.0211
Rwanda	.4240	.3056	.3605
Rwanda-Mobile	.4240	.3056	.3605
San Marino	.2500	.1802	.2125
San Marino-Mobile	.2500	.1802	.2125
Satellite Network	11.6967	8.4291	9.9440
Saudi Arabia	.1265	.0912	.1075
Saudi Arabia-Mobile	.2150	.1549	.1828
Saudi Arabia-Riyadh	.1032	.0744	.0877
Senegal	.4515	.3254	.3838
Senegal-Mobile	.4515	.3254	.3838
Senegal-NGN	.4905	.3535	.4170
Serbia	.4500	.3243	.3826
Serbia-Kosovo	.3893	.2805	.3310
Serbia-Mobile	.4500	.3243	.3826
Seychelles Island	1.1979	.8633	1.0184
Sierra Leone	.6900	.4972	.5866
Sierra Leone-Mobile	.6900	.4972	.5866
Singapore	.0230	.0166	.0196
Singapore-Mobile	.0230	.0166	.0196
Sint Maarten	.1600	.1153	.1360
Slovakia	.0120	.0086	.0102
Slovakia-Mobile	.0575	.0414	.0489
Slovenia	.2335	.1683	.1985

DOMESTIC VOICE SERVICE EXHIBIT

Slovenia-Mobile	.5200	.3747	.4421
Slovenia-Mobile Mobitel	.5590	.4028	.4752
Slovenia-Mobile Simobil	.5590	.4028	.4752
Slovenia-Mobile Vega	.5590	.4028	.4752
Solomon Islands	1.5000	1.0810	1.2752
Somalia	.6950	.5008	.5909
South Africa	.2150	.1549	.1828
South Africa-Mobile	.2150	.1549	.1828
South Africa-NGN	.2150	.1549	.1828
South Korea	.0200	.0144	.0170
South Korea-Mobile	.0310	.0223	.0264
South Sudan	.7000	.5044	.5951
Spain	.0150	.0108	.0128
Spain-Mobile	.0700	.0504	.0595
Spain-Mobile Orange	.0339	.0244	.0288
Spain-Mobile Telefonica	.0339	.0244	.0288
Spain-Mobile Vodafone	.0339	.0244	.0288
Spain-NGN	.1800	.1297	.1530
Sri Lanka	.2200	.1585	.1870
Sri Lanka-Mobile	.2200	.1585	.1870
St. Helena	2.6347	1.8987	2.2399
St. Kitts/Nevis	.2502	.1803	.2127
St. Kitts/Nevis-Mobile	.2502	.1803	.2127
St. Lucia	.2800	.2018	.2380
St. Lucia-Mobile	.2800	.2018	.2380
St. Pierre and Miquelon	.2959	.2132	.2516
St. Vincent/Grenadines	.2030	.1463	.1726
St. Vincent/Grenadines-Mobile	.2642	.1904	.2246
Sudan	.2900	.2090	.2465
Sudan-Mobile	.2900	.2090	.2465
Suriname	.3150	.2270	.2678
Suriname-Mobile	.3350	.2414	.2848
Swaziland	.2500	.1802	.2125
Swaziland-Mobile	.2500	.1802	.2125
Sweden	.0200	.0144	.0170
Sweden-Mobile	.0200	.0144	.0170
Sweden-Mobile Telia	.0200	.0144	.0170
Sweden-NGN	.0153	.0110	.0130
Switzerland	.0200	.0144	.0170
Switzerland-Mobile	.3600	.2594	.3061
Switzerland-Mobile Swisscom	.1005	.0724	.0854
Switzerland-NGN	.0200	.0144	.0170
Switzerland-Zurich	.0160	.0115	.0136
Syria	.2650	.1910	.2253
Syria-Mobile	.3000	.2162	.2550
Taiwan	.0200	.0144	.0170

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Taiwan-Mobile	.1200	.0865	.1020
Taiikistan	.1800	.1297	.1530
Tanzania	.4292	.3093	.3649
Tanzania-Mobile	.4292	.3093	.3649
Thailand	.0515	.0371	.0438
Thailand-Mobile	.0515	.0371	.0438
Togo	.4200	.3027	.3571
Togo-Mobile	.4200	.3027	.3571
Tokelau	1.9300	1.3908	1.6408
Tonga	1.2500	.9008	1.0627
Trinidad and Tobago	.1975	.1423	.1679
Trinidad and Tobago-	.1975	.1423	.1679
Tunisia	.9438	.6801	.8024
Tunisia-Mobile	.9438	.6801	.8024
Turkey	.0505	.0364	.0429
Turkey-Istanbul	.0433	.0312	.0368
Turkey-Mobile	.2185	.1575	.1858
Turkey-Mobile Turkcell	.2247	.1619	.1910
Turkey-Mobile Vodafone	.2247	.1619	.1910
Turkey-North Cyprus	.0433	.0312	.0368
Turkey-North Cyprus	.2247	.1619	.1910
Turkmenistan	.1925	.1387	.1637
Turks and Caicos	.2478	.1786	.2107
Turks and Caicos-Mobile	.2478	.1786	.2107
Tuvalu	2.1175	1.5260	1.8002
Uganda	.3872	.2790	.3292
Uganda-Mobile	.3872	.2790	.3292
UK	.0067	.0048	.0057
UK-Freephone	.0067	.0048	.0057
UK-London	.0036	.0026	.0031
UK-Mobile	.2662	.1918	.2263
UK-Mobile H3G	.0133	.0096	.0113
UK-Mobile O2	.0133	.0096	.0113
UK-Mobile Orange	.0133	.0096	.0113
UK-Mobile T-Mobile	.0133	.0096	.0113
UK-Mobile Vodafone	.0133	.0096	.0113
UK-NGN	.2662	.1918	.2263
UK-NGN 84	.2396	.1727	.2037
UK-NGN 845	.1351	.0974	.1149
UK-NGN 870	.2396	.1727	.2037
UK-VoIP and Multimedia	.0300	.0216	.0255
UK-Wide	.0314	.0226	.0267

Ukraine	.2950	.2126	.2508
Ukraine-Mobile	.2950	.2126	.2508
United Arab Emirates	.2400	.1730	.2040
United Arab Emirates-	.2595	.1870	.2206

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United Arab Emirates-	.2400	.1730	.2040
Uruguay	.0800	.0577	.0680
Uruguay-Mobile	.2100	.1513	.1785
US Virgin Islands	.0125	.0090	.0106
USA	.0125	.0090	.0106
USA-Alaska	.0125	.0090	.0106
USA-Hawaii	.0125	.0090	.0106
USA-Puerto Rico	.0125	.0090	.0106
Uzbekistan	.1162	.0837	.0988
Uzbekistan-Mobile	.1162	.0837	.0988
Vanuatu	1.8150	1.3080	1.5430
Vatican City	.0225	.0162	.0191
Venezuela	.0250	.0180	.0213
Venezuela-Caracas	.0212	.0153	.0180
Venezuela-Maracaibo	.0212	.0153	.0180
Venezuela-Mobile	.1445	.1041	.1228
Venezuela-Valencia	.0212	.0153	.0180
Vietnam	.0850	.0613	.0723
Vietnam-Mobile	.0850	.0613	.0723
Wallis and Futuna Islands	1.7692	1.2750	1.5041
Western Samoa	2.2500	1.6214	1.9128
Yemen	.2065	.1488	.1756
Yemen-Mobile	.2065	.1488	.1756
Zambia	.4375	.3153	.3719
Zambia-Mobile	.4840	.3488	.4115
Zimbabwe	.1375	.0991	.1169
Zimbabwe-Mobile	.4800	.3459	.4081

Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request.

DOMESTIC VOICE SERVICE EXHIBIT

The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>), and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>.

CENTURYLINK® E-LINE SERVICE SERVICE EXHIBIT

- 1. General.** This Service Exhibit is applicable only where Customer orders CenturyLink E-Line Service ("E-Line" or the "Service"). It incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink provides services to Customer and includes the RSS and CenturyLink Local Access Service Exhibit (the "Agreement"). Service is provided by CenturyLink Communications, LLC. CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit.
- 2. Service.**
 - 2.1 Description.** Service is an Ethernet over wavelength solution with metro and long haul Ethernet private line transport applications. Service offers point-to-point private line service at bandwidth speeds of: 5 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 400 Mbps, 500 Mbps, 600 Mbps, 700 Mbps, 800 Mbps, 900 Mbps, and 1000 Mbps (or 1 Gbps). E-Line Multiple EVC service ("Multiplexing") is offered as a feature of the Service where Customer may order Multiplexing originating from the same city ("Hub Market") and terminate in different E-line markets (E-Line long haul services) or multiple locations within the same Hub Market (E-Line metro services). Multiplexing will be handed off to Customer on a single port using a single Local Access in the Hub Market. Customer may order up to 10 E-Lines using a 100 Mbps Local Access at the hub or up to 20 E-Lines using a 1000 Mbps Local Access at the hub. Service extends to and includes the network equipment maintained by CenturyLink at the designated interface demarcation points located at the CenturyLink points of presence ("POPs").
 - 2.2 Associated Local Access.** Customer is required to have the CenturyLink Local Access Service Exhibit that includes compatible Ethernet Local Access in conjunction with this Service Exhibit. The Local Access provides the physical connection between the Service's termination point at the CenturyLink POPs located on the CenturyLink Domestic Network and the termination point of the Local Access at Customer's service address.
 - 2.3 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that more than 10% of its usage will be interstate usage.
- 3. Ordering.** Upon acceptance of an order for Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). CenturyLink will use 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. If CenturyLink fails to make the Service available within 60 calendar days after the Estimated Availability Date with respect to such Service, Customer's exclusive remedy is limited to canceling the order for Service by giving CenturyLink 10 days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, that Customer will reimburse CenturyLink for any third-party charges incurred by CenturyLink as a result of its efforts to install the Service. Unless otherwise agreed to by CenturyLink in writing, Customer is responsible for installation, testing, and operation of any services and equipment other than the Service specifically provided by CenturyLink under this Service Exhibit.
- 4. Charges.** Customer will pay the rates set forth in the attached pricing attachment, RSS, or a valid signed CenturyLink issued quote or Order Form. The rates before application of any discounts will be used to calculate Contributory Charges. For E-Line metro service only, the rates for the Local Access Service are presented with the E-Line rates. For E-Line long haul service, the rates for Local Access Service are separately presented in the Local Access Service Exhibit. Construction charges apply if special construction is required to install the Service or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled and the Cancellation Charge does not apply.
- 5. Term; Cancellation.** 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 pricing attachment ("Initial Service Term"). The Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, the Service will automatically renew on a month-to-month basis, unless either party elects to cancel the Service by providing 30 days prior written notice of such cancellation to the other party. CenturyLink reserves the right to change rates for an individual Service at any time after its Initial Service Term to CenturyLink's then-current month-to-month or standard pricing. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of the Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (b) 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. 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 (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term.
- 6. SLA.** Service is subject to the CenturyLink E-Line Service Level Agreement ("SLA") located at <http://www.centurylink.com/legal/sla.html>, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.
- 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. states, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit 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® E-LINE SERVICE SERVICE EXHIBIT

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 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.

8. Other Terms.

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

8.2. Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charge set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the Cancellation Charge set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

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

8.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf.

LUMEN ENTERPRISE ACCESS SERVICES SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Enterprise Access Services ("EAS" or "Service"). EAS may also be referred to as Enterprise Broadband Access Service ("EBAS") services on ordering, invoicing, or other documentation. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen or an affiliate provides service to Customer (the "Agreement"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

1.2 Withholding Taxes. All invoices will be issued to Customer and paid in the currency specified in the Pricing Attachment. Customer will pay such invoices free of currency exchange costs, or bank charges. Service charges are exclusive of Taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount on account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax, is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

2. Services. Subject to availability, EAS is available as Broadband Internet Access Service or Cellular Internet Access Service. Any managed device provided as part of the Service is subject to the separate Lumen Managed Network Service Schedule.

2.1 Broadband Internet Access ("BIA"). BIA includes (a) third-party provided unsecured local internet broadband service and (b) 24x7 monitoring and management of the broadband service. Lumen or its third-party provider will monitor the static IP of the modem provided with the third-party internet broadband service for up/down status. Service does not include performance monitoring. Lumen or its third-party provider will not monitor for packet loss, latency, or jitter. In some scenarios, Lumen may use an aggregator to procure service from a third party broadband carrier and provision service to Customer. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

2.2 Cellular Internet Access Service ("CIA"). CIA includes (a) a managed wireless enabled device ("Wireless Device") (b) a wireless SIM card that enables the wireless connection, and (c) a data plan. CIA can be provided in one of the configuration options listed below. CIA is offered as a machine to machine wireless communication service for the receipt and transmission of data, information or messages.

(a) Primary. CIA is the only access method at Customer's premises. Primary CIA may appear as Enterprise Wireless Access Service ("EWAS") on ordering invoicing or other documentation.

(b) Backup. CIA is deployed as a back up to a Lumen provided primary transport service. If the primary transport is unable to transmit and receive data ("Primary Transport Interruption"), CIA is designed to automatically route traffic to the wireless device and wireless network during the Primary Transport Interruption. Once the primary transport is restored, CIA will revert to back up service. Subject to Lumen's prior approval, Customer may utilize CIA as temporary primary transport ("Temporary Primary Transport") only until either the actual primary transport ("Primary Transport") is available at the Customer premises or 180 calendar days from the date CIA is available for use, whichever is earlier. Upon installation of the Primary Transport, the cellular access service will continue to be used as back-up transport if Customer has ordered cellular back-up access service. The Temporary Primary Transport is offered on a best efforts basis and Lumen does not provide any service level credits for the Temporary Primary Transport.

2.3 Special Terms for Lumen Procured Third Party Broadband or Cellular Access Related to EAS.

2.3.1 Lumen will use reasonable efforts to procure the access service type per Customer Site (defined below) as identified in the Order. However, Lumen does not commit that a certain access service type or technology will be available at a Customer Site. If the specific access type set forth in an Order is not available, Lumen will notify Customer that the Order for EAS at that specific Customer Site is cancelled. All other Customer Sites under the Order will not be impacted. Service will be installed by Lumen or its third party provider.

2.3.2 Additionally, if the monthly recurring charge (MRC) or non-recurring installation charge (NRC) must be increased and/or additional construction costs apply, Lumen will request Customer confirmation of such costs, which confirmation may be provided via e-mail and will be binding on Customer. If Customer fails to provide such confirmation within 10 business days, the Order for services at that specific Customer Site will be deemed cancelled.

2.3.3 If Lumen is incurring charges from the third-party provider but completion of the service installation cannot occur due to Customer delay, inaction, or failure to perform Customer's obligations, Lumen may begin billing Customer for EAS.

2.3.4 Where Lumen procures access services from third parties, and to the extent that those third parties have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, Lumen expressly reserves the right to make corresponding changes with Customer for such services. Lumen will provide Customer with as much advanced notice as

LUMEN ENTERPRISE ACCESS SERVICES SERVICE SCHEDULE

is reasonable, given the notification provided to Lumen from such third-party provider. In the event of a termination, Lumen and Customer will work together in good faith to agree upon and expediently procure another type of access service at such Customer Site.

2.3.5 Stated speeds for access may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including physical layer line issues, overhead from encryption of network traffic, congestion within the public Internet, congestion within the underlying third-party access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet. Maintenance may cause outages, or otherwise temporarily degrade the quality of the Service. Maintenance may occur at any time. Lumen will not commit to provide Customer with prior notification of maintenance.

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

2.3.7 IP addresses will remain, at all times, property of Lumen's third party provider and will be non-transferable. Customer will have no right to use such IP addresses upon termination or expiration of the Service.

2.4 Modification or Termination of Services by Lumen. Lumen reserves the right to modify any features or functionalities of EAS upon written notice to Customer. If such modification materially affects the features or functionality of EAS, Customer, as its sole remedy, may cancel the affected EAS without termination liability. To cancel, Customer must notify Lumen in writing within 60 days of such notice from Lumen.

2.5 Enterprise Access Services Service Availability. EAS Service is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. EAS charges will be set forth in an Order and consist of: (a) a NRC, (b) MRC for each Service element at each applicable location; (c) any additional charges referenced in the Order, including extended Ethernet demarcation points, change management, or expedite charges. Lumen may charge Customer for its additional fees, costs, and expenses resulting from Customer's request for EAS changes, unless such change is due to an act or omission of Lumen. Without limitation to Lumen's other remedies under the Agreement, Lumen reserves the right to charge, and Customer agrees to pay, for any misuse of cellular access services or its components, and/or for such usage in excess of Lumen's established data pool or data plan for Customer, separately at the rates then charged to Lumen by the third party cellular provider.

3.2 Customer is responsible for necessary preparations at its location(s) for the delivery and to enable the initial installation of the Service and the ongoing provision of Service, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the modem or Wireless Device. Customer will timely perform all inside wiring, outside plant work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable delivery of the Service and modem or Wireless Device. Customer must provide any requested information to Lumen or its third party provider that is necessary to complete installation. For example, upon request, Customer will provide Lumen with accurate site and physical network diagrams or maps of a service location, including electrical and other utility service maps. Customer's authorized representative must be present during installation. If Customer misses a scheduled installation or tries to cancel a scheduled installation with less than one full business day prior notice, Customer will pay any charges assessed by Lumen's third party provider for the missed appointment. Lumen reserves the right to cancel the applicable Service order if any scheduled installation has been cancelled, missed or rescheduled by Customer on two (2) occasions. If Customer requests subsequent installation-related visits, Customer will pay any additional charges associated with the additional work.

3.3 Moves. If Customer moves to another location, including a move within the same building, Customer is not guaranteed to have Service at the new location. Customer's new location must be qualified and any MRCs and NRCs applicable to the new Service will apply. Customer will be responsible for any installation costs or Customer approved construction costs to move Service. Customer will also pay a Move NRC of \$25.00.

3.4 Customer is responsible for providing design specifications. Customer is solely responsible for all equipment and other facilities used in connection with EAS which are not provided by Lumen. Customer must maintain minimum equipment and software necessary to receive the Service. Customer will designate one primary and up to two additional Customer contacts and provide e-mail and telephone contact details for each such contact (the "Customer Contacts"). Customer will ensure that Lumen is informed of any changes to the designation of, and contact details for, the Customer Contacts. Customer will ensure that at least one Customer Contact is available 24x7 to Lumen. Lumen will only accept, discuss or make changes to the Services with the Customer Contacts. Customer will ensure Lumen and its representatives or third-party providers have access to Customer sites, including end user's residential locations if Lumen approves Residential Use (collectively "Customer Site(s)"), for the installation, maintenance, and removal of equipment and Services as scheduled, including obtaining all landlord approvals or letters of agency.

3.5 If Customer's misuse, abuse or modification of the Service, equipment, or network results in a visit to the Customer site for inspection, correction, or repair, Lumen may charge Customer a commercially reasonable site visit fee as well as charges for any resulting equipment or network repair or replacement which may be necessary. Customer is responsible for assisting Lumen in trouble shooting. Customer may not resell the Services and may use the Services only within Customer's Sites.

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3.6 Equipment. Customer will not move, repair, alter, or affix any additions or attachments to the modem or Wireless Device, except as approved by Lumen in writing. Customer will not sell, transfer, lease, encumber or assign all or any part of the modem or Wireless Device. Customer will not “uncap” the modem or affect its bandwidth restrictions. Customer also will not remove the SIM card from the Wireless Device. Customer is responsible for providing a safe and secure environment for the equipment and will be responsible for loss or damage to equipment at Customer Sites not caused by Lumen. Customer will also be responsible for the payment of service charges in the event that maintenance or inspection of the modem or Wireless Device is required. If Customer requires on-site assistance from Lumen to install a replacement modem or Wireless Device, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges. The terms and conditions in this Service Schedule will continue to apply. The replacement modem or Wireless Device may or may not be the same model.

3.7 Equipment Return. Upon termination or replacement of the modem or Wireless Device, Customer must promptly return the modem or Wireless Device to Lumen or Lumen's third party provider in accordance with instructions provided by Lumen. Customer will pay any charges assessed by Lumen's third party provider if (i) Customer fails to return the modem or Wireless Device within fifteen (15) days after Services are terminated or (ii) if the modem or Wireless Device has been damaged and/or destroyed other than by Lumen, its third party provider or their agents, normal wear and tear accepted. Lumen reserves the right on behalf of its third party provider to remove the modem or Wireless Device within sixty (60) days after such termination or replacement. Customer will pay any costs incurred by Lumen in obtaining or attempting to regain possession of the modem or Wireless Device. Any violation of this section of this Service Schedule or section 3.6 will be considered a material breach and will be cause for immediate termination of Service and/or legal action. Lumen will be entitled to recover damages in addition to reasonable collection costs, including reasonable attorney fees.

3.8 Customer Information Disclosure. Customer agrees to allow Lumen or its third party provider to disclose Customer's proprietary network information and the names of and contact information who have purchasing or other responsibilities relevant to the delivery of Services under this Service Schedule (“Business Contact Information”) (a) as permitted by law or (b) in order to provision Service. Customer acknowledges and agrees that it has (or has obtained) all rights in any Customer provided information, data or materials necessary for Lumen and its suppliers to provide the Services and as otherwise required by applicable law. In particular, Customer consents to such use, transfer, sharing, collection or processing, including: (i) to prevent or address service or technical problems, including sending notifications, managing (e.g. set up, activation, invoicing) accounts; (ii) to provide Customer with support (e.g. troubleshooting, consumption information); (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; (v) to comply with Customer's reasonable and lawful instructions communicated to Lumen; (vi) use of inspection methods to collect, gather and compile event log data to look at trends and real or potential threats and provide and improve Service.

3.9 No Wireless or Broadband Carrier Relationship. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS OR BROADBAND SERVICE PROVIDER (“CARRIER”) OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LUMEN AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFORE.

3.10 Additional Terms for Residential Use. Subject to Lumen prior approval, BIA may be deployed at an end user's residential address (“Residential Use”). Customer understands that such Residential Use is an extension of Customer's Service and Customer is still responsible for compliance with the terms of this Service Schedule and the Agreement. If Lumen approves such residential use, Customer warrants that it will order Service only with the full knowledge and consent of the end users at whose residence Service will be deployed. Customer must inform its end users that Service is not intended for their personal or private use. Customer further warrants that it will obtain affirmative acknowledgment of the applicability of the Lumen Privacy Policy and Acceptable Use Policy to the service from all end users to whom the service is made available, and will retain such acknowledgement for no less than one year following the cessation of service to an end user and provide evidence of such acknowledgement to Lumen upon written request. Customer will assist Lumen in identifying end users if Lumen reasonably suspects that an end user is violating or in breach of this Service Schedule, Privacy Policy, Acceptable Use Policy, or Agreement (“Service Terms”). Lumen may suspend an end user's Services or take other actions permitted under the Service Terms based on a violation of the Service Terms by an individual end user, provided that Customer will remain responsible to pay for the Services for that individual end user under the Agreement. Lumen will reasonably work with Customer or an end user to restore any suspended Services so long as the applicable violations have been resolved to Lumen's satisfaction.

3.11 Customer's Security Policies. Customer acknowledges that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guaranty that EAS will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer “hackers” and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED.

3.12 Customer Network. Customer acknowledges that all of Customer's premise network infrastructure and equipment (including, but not limited to, routers, switches, firewalls, servers, and personal computers) (“Customer Network”) is Customer's sole responsibility. Lumen may provide Customer with guidelines for Customer Network's minimum system requirements, compatibility, and other information necessary to use EAS.

4. Additional Service Limitations and Disclaimers.

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4.1 Use. Lumen may suspend or terminate existing Service instances or deny activation to new Service instances if Customer uses Service: (a) in an illegal or unauthorized manner (including “spamming” or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the network used, operations or customers. Customer acknowledges it may not use Service for any medical or emergency purpose including, but not limited to, remote medical monitoring. Customer further acknowledges that CIA is not intended for voice.

4.2 Content. Any content that Customer may access or transmit through Service is provided by independent content providers, over which Lumen does not exercise any control. Lumen has no access to content, data or information of Customer or its end users. Enablement of the Service by Lumen does not constitute any endorsement of any opinions or information accessed through Service. Customer is solely responsible for compliance with all applicable laws related to use and/or transmittal of content or information including privacy laws, laws related to intellectual property and laws prohibiting abusive or unlawful content and laws related to prior consent for related to any information or content that may cross country borders. Customer and its authorized users accessing other parties’ content through Customer’s facilities do so at Customer’s own risk, and Lumen assumes no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such content. Lumen specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service.

CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

- 1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink® Hosted VoIP ("Hosted VoIP") and CenturyLink IQ® SIP Trunk ("SIP Trunk") (collectively, "Service") under the terms of the Agreement and this Service Exhibit.
- "Administrator Portal" enables the Customer administrator to: (a) set up end users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.
- "Alien TN" means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.
- "Analog Terminal Adapter" or "ATA" means converts a VoIP signal to analog signaling to use existing analog devices such as telephones or fax machines.
- "ANI" means automatic number identification.
- "Approved Connectivity" means a new or existing CenturyLink IQ® Networking port or Data Bundle solution provided by CenturyLink, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time, (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.
- "Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the "Customer-Owned CPE" section of this Service Exhibit will apply.
- "Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).
- "Customer Environment" means Customer's data network/equipment and premises environment.
- "Enterprise Trunk" means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.
- "EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer end users must accept a EULA before downloading certain software for use with the Service.
- "Initial Term" is term of the Service as shown in the Pricing Attachment or quote.
- "IP" means Internet Protocol.
- "IP Device" means IP-enabled handsets, expansion modules and ATAs approved by CenturyLink for use with the Service.
- "ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/clc_info_services.pdf and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.
- "MATR" means minimum average time requirement.
- "Minimum Service Term" is six months from the Service Commencement Date.
- "Net Rates" are in lieu of all other rates, offers, discounts, and promotions.
- "Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.
- "On-Net Calls" means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network.
- "Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.
- "PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.
- "Pricing Attachment" means a document containing rates specific to Service and is incorporated by reference and made a part of this Service Exhibit.
- "PSAP" means public safety answering point.
- "PSTN" means public switched telephone network.
- "QoS" means Quality of Service.
- "Rate Sheet" means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf> and (b) for IQ SIP Trunk Service the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. The Rate Sheet includes additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheet is incorporated herein by reference.
- "Remote BLA" means remote bridged line appearance.
- "Remote SCA" means remote shared call appearance.
- "Renewal Term" means renewal periods equal to 12 months that commence once the Initial Term is complete.
- "RSS" means the International Rates and Services Schedule which can be found at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf and which is subject to change. The RSS contains provisions relating to international toll free service.
- "Session" means a single unit of simultaneous call capacity.
- "SIP" means Session Initiation Protocol.
- "SIP Trunk Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.
- "SLAs" means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.
- "Soft Phone" means software for an IP-enabled device that allows Customer's end users to use the Service to make and receive calls on that device.
- "Switch" means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.
- "Term" means Initial Term and each Renewal Term.
- "Trunk Group" means a group of Sessions used for local or usage-based voice services.

CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**2. Service.**

2.1 Description. Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the "Hosted VoIP Service" sub-section. Features and options available only with SIP Trunk are listed in the "SIP Trunk" sub-section. Features and options available with both Services are listed in the "Common Features" sub-section. Each Hosted VoIP and SIP Trunk seat includes one telephone number ("TN").

(a) Hosted VoIP Service. Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for Switch rental and maintenance. Subject to connectivity and Approved CPE limits, Customer may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

(i) Hosted VoIP Basic Seats. Basic seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific end user. Basic seats include: the ability to make On-Net and Off-Net Calls, an end user portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependent on IP handset model or Soft Phone software and a telephone number. Basic seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink sales representative. The end user portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Customer administrator functionality, including the ability to set up end users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

(ii) Hosted VoIP Standard Seats. Standard seats are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include the features listed for basic seats above, plus a standard feature package and voicemail.

(iii) Hosted VoIP Conference Room Seats. Conference room seats have the same features as a standard seat, and are tailored for the purpose of attaching a conference room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference room seats do not include voice mail.

(iv) Hosted VoIP Premium Seats. Premium seats are designed to fit the needs of the majority of a company's professional employees. Premium seats provide end users with advanced IP phone features as well as premium phone and soft client access. Premium seats include the features listed for basic and standard seats above, plus an advanced feature package and mobility options.

(v) Hosted VoIP Basic Cordless Seats. Basic Cordless seats support the same features as a basic seat, and are intended for use by Customer end users needing a certified cordless IP handset. Basic Cordless seats may include an IP Cordless Base Station depending on the model selected.

(vi) Hosted VoIP Standard Cordless Seats. Standard Cordless seats support the same features as a standard seat, and are intended for use by Customer end users needing a certified cordless IP handset. Standard Cordless seats may include an IP Cordless Base Station depending on the model selected.

(vii) Hosted VoIP Premium Cordless Seats. Premium Cordless seats support the same features as a premium seat, and are intended for use by Customer end users needing a certified cordless IP handset. Premium Cordless seats may include an IP Cordless Base Station depending on the model selected.

(viii) Hosted VoIP Receptionist Seats. Receptionist seats have the same features as a premium seat, and are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Receptionist seats may either use IP phones with up to three side car modules to expand the call appearance capacity, or a receptionist web console. Additional charges apply for side car modules and the receptionist web console. The receptionist web console window is integrated with the platform, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

(ix) Hosted VoIP Admin Seats. Admin seats are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Admin seats may either use IP phones with one side car module to expand the call appearance capacity, or a receptionist web console. An additional charge applies for the receptionist web console. The receptionist web console window is integrated with the platform, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

(x) Hosted VoIP Analog Seats. An analog seat includes an ATA as part of the monthly recurring price. This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Customer's premises. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as premium Seats, except for the associated physical device.

(xi) Hosted VoIP Spare Device. A spare device is a secondary IP Device that (a) Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) is in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that end users understand the 911 requirements if the end user uses a spare device in another location.

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An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(xii) Hosted VoIP Additional Device. An additional device is another IP Device that allows for the duplication of standard key system features where TNs are shared across many IP devices. Customer must ensure that end users understand the 911 requirements if the end user uses an additional device in another location. An additional charge applies for each additional device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(xiii) IP Failover. IP failover is an optional feature where the Approved CPE router is configured with the ability to route Internet and VoIP traffic to another network in the event the primary Internet connection is interrupted. IP failover is an optional feature at an additional charge. Customer is not entitled to any SLA remedies for periods when IP failover is in effect. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services. Customer will notify its end users of these additional limitations.

(A) IP Failover Standard. IP failover standard allows Customer to bring its own secondary Internet connection to use for failover scenarios. The secondary Internet connection must have a public IP address and not be restricted by a firewall or other type of device. Customer acknowledges that it might experience several minutes of network downtime while the transition from one network to the other takes place. The secondary Internet connection is not included in the IP failover charge. If the failover connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services.

(b) SIP Trunk. SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions and at least one seat with the Service. Features listed in this section (b) are only available with SIP Trunk.

(i) Standard SIP Trunk Sessions. Standard SIP Trunk Sessions include the ability to make On-Net and Off-Net calls and terminate toll free calls, access to the end user portal and Administrator Portal, Session pooling, failover, call logs, third party voice mail support, intercept user, phone status monitoring, and other features. Standard SIP Trunk Sessions support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(ii) Enterprise SIP Trunk Sessions. Enterprise SIP Trunk Sessions include features included in standard SIP Trunk Sessions plus Enterprise Trunking and homing to geo diverse session border controllers. Enterprise SIP Trunk Sessions also support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(iii) Secure Enterprise SIP Trunk Sessions. Secure Enterprise SIP Trunk Sessions include all the benefits of Enterprise SIP Trunk Sessions and add Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption which is built on top of the current CenturyLink IQ SIP Trunk product. Secure Enterprise SIP Trunk Sessions are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet. When elected, 100% of all sessions on the enterprise are provisioned with this feature.

(iv) Premium Enterprise SIP Trunk Sessions. Premium Enterprise SIP Trunk Sessions include all the benefits of Enterprise SIP Trunk Sessions and add Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption which is built on top of the current CenturyLink IQ SIP Trunk product. Secure Enterprise SIP Trunk Sessions are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet. When elected, 100% of all sessions on the enterprise are provisioned with this feature.

(v) Optional SIP Trunk Features. The optional features listed in this section are available for an additional charge only with SIP Trunk.

(1) SIP Trunk Standard Seats. SIP Trunk standard seats are for use with standard SIP Trunk Sessions and enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include a standard feature package.

(2) SIP Trunk Premium Seats. SIP Trunk premium seats are for use with any type of SIP Trunk Session. SIP Trunk premium seats are designed to fit the needs of most of a company's professional employees. They provide end users with advanced IP phone features and they support inbound anywhere functionality and Soft Phone access.

(3) SIP Trunk Mobility Seats. SIP Trunk mobility Seats are for use with any type of SIP Trunk Session. A SIP Trunk mobility seat includes standard SIP Trunk features and it supports inbound anywhere functionality and Soft Phone.

(4) Enhanced 911 Service. Enhanced 911 Service provides Customer the option to have an E911 service address per telephone number. Without this option, 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual end user location. The Emergency Call Notifications (E911) feature is available to Customers with Enhanced 911 Service.

(5) SIP REFER. SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

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- (6) Session Border Controller (SBC).** SBC software enables an approved CenturyLink certified class of Adtran routers/IAD's to authenticate to our IQ SIP Trunk network in a single piece of CPE. Each software package denotes the maximum number of sessions that can be authenticated.
- (7) CTAC Customer Support.** "CTAC Customer Support" is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ® SIP Trunk Service and is subject to availability. "CTAC" means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the type of equipment, maintenance plans, and CenturyLink's approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.
- (c) Common Features.** Customer may purchase the following optional services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the end user and does not depend on the end user's physical location.
- (i) Hunt Groups.** An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.
- (ii) Auto Attendant.** An additional MRC and NRC apply for each auto attendant.
- (iii) Voice Mail Only Seats.** Customer may purchase optional voice mail only seats at the MRC shown in the applicable Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.
- (iv) Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phoneto activate 2-8 analog ports on an ATA or with Business Communicator only users. Virtual seats have the same features as Hosted VoIP or SIP Trunk premium seats, except for the associated physical device.
- (v) Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.
- (vi) Anywhere TNs.** Customer can order optional anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk premium seats and with SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.
- (vii) Alternate TNs.** An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs are may be used for incoming calls only.
- (viii) Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic Hosted VoIP seat MRCs, and in the standard and enterprise SIP Trunk Session MRCs.
- (ix) Off-Net Calls.** Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a quote, Order Form, offer attachment, or rate addendum, those negotiated rates will apply to SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer. Additional per minute charges apply to each Off-Net Call leg of a conference call.
- (x) Toll Free.** Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a quote, Order Form, offer attachment or rate addendum, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer.
- (xi) Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf.
- (xii) Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.

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(xiii) Directory Assistance. A flat per call charge applies to directory assistance.

(xiv) Receptionist Web Console. Receptionist web console is a web-based application that provides receptionist console capabilities for Service on a Customer PC. An additional MRC applies for each receptionist web console.

(xv) Desktop/Mobile Soft Phones. Desktop and mobile Soft Phones are Internet-based software that allow Customer end users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer end users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with standard or premium seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with premium or mobility seats.

(xvi) PAC/VPAC. PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

(xvii) Voicemail Transcription. The voicemail transcription feature transcribes a voicemail into text that is delivered via email. The quality of transcripts varies and in certain cases this feature may not be available. An additional charge applies.

(xviii) Secure SIP (Hosted VoIP) – Secure SIP is a Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption is built on top of the current CenturyLink Hosted Trunk product. TLS / SRTP will be activated based on an Add-On Feature attributed to the customer end point device (i.e. – phone or Business Communicator client). There will be no TLS / SRTP supported in the CenturyLink core. All CenturyLink portal and back end network and provisioning systems will be the same as unencrypted traffic. Special configurations will be created in the CenturyLink SBCs to support encryption and delivered to the customers end point devices. Secure SIP has an additional MRC per end user. For Secure SIP only, "end user" is defined as an eligible, approved end point with a MAC address, or registered standalone Business Communicator client sold with a virtual seat.

(xix) Contact Center Groups. A contact center group (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to end users within a contact center group. Contact center groups can be added through the Administrator Portal at no additional charge but they require a dedicated telephone number (which is an available TN) for inbound calls. There are two levels of contact center groups: basic and standard. Customer must ensure that the MCC (Maximum Concurrent Calls) settings for that site has an adequate setting to accommodate the contact center group. Each concurrent call in queue and on a physical device associated with that site consumes a call path from the MCC setting. If the MCC is not set to an adequate amount, the maximum number of calls queued may not be realized.

(A) Contact Center Basic Group. Only end users with a contact center basic seat or contact center standard seat can be added to a contact center basic group. A contact center basic group does not include supervisor seat functionality, end user login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a contact center basic group.

(B) Contact Center Standard Group. Only end users with a contact center standard seat or a contact center supervisor seat can be added to a contact center standard group. A contact center standard group includes end user log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a contact center standard group.

(xx) Contact Center Basic Seat. A contact center basic seat allows end users to be assigned to a contact center basic group. Contact center basic seats include the same features as a premium seat. There are no login or logout capabilities.

(xxi) Contact Center Standard Seat. A contact center standard seat allows end users to be assigned to a contact center standard group. Contact center standard seats include the same features as a premium seat. End users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.

(xxii) Contact Center Supervisor Seat. A contact center supervisor seat allows end users to be assigned to a contact center standard group. Contact center supervisor seats include the same features as a premium seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue, and monitor calls via the included web client. Contact Center supervisor seats can also monitor contact center standard groups and contact center standard seats.

(xxiii) Custom Seat. Custom seat will allow Customer to bring its own Soft Phone and non-phone end point devices (i.e. SIP based overhead paging unit, doorbell or notification lamp.) for use with the seat. The seat must be configured by CenturyLink and then Customer must manually configure and provision the Soft Phone and end point devices with CenturyLink provided authentication credentials. Customer's Soft Phone and end point devices are not certified for use with CenturyLink Service and therefore some features may not work. CenturyLink does not offer configuration support when Customer utilizes its own 3rd party Soft Phone and end point devices. Custom seats include the same features offered with a Hosted VoIP or IQ SIP premium seats and is not associated with a SIP Trunk group.

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(xxiv) Call Recording Components. Call Recording is a cloud-based component that integrates seamlessly with the Service. Recordings will be stored on CenturyLink servers for the selected storage time period. During that time, recordings can be played directly from the administrative portal or downloaded for playback and storage. All seats within the same group must have the same call recording add-on.

(A) Call Recording Basic. Call recording basic add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 7 days. The maximum recording storage for a call recording basic user is 56 hours for the given 7 day period.

(B) Call Recording Standard. Call recording standard add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 30 days. The maximum recording storage for a call recording standard user is 240 hours for the given 30 day period.

(C) Call Recording Premium. Call recording premium add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 1 year. The maximum recording storage for a call recording premium user is 2,920 hours for the given 1 year period.

(D) Compliance. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

(xxv) Emergency Call Notifications (E911). The Emergency Call Notifications (E911) feature allows Customer to configure up to ten email and ten US SMS numbers to receive a notice when a 911 call is made from one of Customer's Hosted VoIP or SIP Trunk TNs eligible to dial 911. To receive this feature Customer must opt into this feature and configure the notifications within the administrative portal. To discontinue use of this feature once it is set up, the administrative portal must be updated to remove the corresponding emails or SMS numbers.

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

(a) Site Conditions. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

(b) Access. Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (if Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (if installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

(c) Voice Services (Long Distance and Toll Free). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

(i) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and IQ SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.

(ii) Telemarketing. With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(iii) Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days' notice to

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Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

- (iv) **International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.
- (d) **Connectivity and CPE.** Except for IP handsets, which can be included with Hosted VoIP Service, Customer must purchase connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.
- (e) **Queuing Method.** Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.
- (f) **Customer-Owned CPE.** Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. Unless stated otherwise, all Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.
- (g) **Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.
- (h) **Unsupported Calls.** The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the end user Portal is used. The Services do not support Remote BLAs or Remote SCAs for SIP Trunk. Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with SIP Trunk.
- (i) **Area of use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the Customer Registered Location. If Customer or an end user tries to use the Service (i) at a location other than a Registered Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services* and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service).
- (j) **Use of Service at a Temporary Location.** This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Customer purchases the 911 Emergency Service optional feature with SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the *My 911 Location* page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not

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receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last Registered Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

(k) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service may not be used by Customer (a) to provide voice content related services such as chat lines; (b) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (c) in connection with call center applications, and (d) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Exhibit is a "Non-Conforming Use". In addition to CenturyLink's other default rights, in the event of a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which CenturyLink would have applied for Non-Conforming Use. In addition, if in CenturyLink's reasonable judgment (y) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (z) Customer is using the Service for Non-Conforming Uses, CenturyLink may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by CenturyLink, CenturyLink reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term. Customer will indemnify CenturyLink from any claims arising as a result of any Non-Conforming Use.

(l) Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

(m) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate *(including, without limitation, end users will be unable to access emergency 911 services)* if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate *(including, without limitation, end users will be unable to access emergency 911 services)* (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.

(n) Privacy. CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

(o) Telephone Numbers. Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Service Commencement Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

(p) Third Party Billed Services. The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

(q) Local Origination. Customer agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

(r) Sending Alien TNs Over CenturyLink's Network. CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number,

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whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance

(s) End User License Agreements. To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its end users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its end users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer end user must not use the third-party software client to dial 911 except from that end user's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its end users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>. That URL is also found on the Help screen in the end user portal. It is also recommended that Customer and its end users maintain alternative access to 911 services.

(t) Customer's Use of Third-Party Content. Customer is responsible for all content it uses in the music on hold feature of Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

(u) Ancillary Device PCI Compliance. Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

(v) Security. CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary.

2.3 SLA. Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Switches, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. Access to Emergency Response Services.



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

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

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

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

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

3.2 Limitation of Liability.

CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO CENTURYLINK'S APPROVAL OF THE REGISTERED LOCATION); AND (ii) CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

4. Term; Cancellation. This Service Exhibit will commence upon the Service Commencement Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Service Commencement Date) and continue for the duration of the Term. Service at a Customer location will commence on the Service Commencement Date for that location and continue for the Initial Term shown in: (a) a valid signed CenturyLink issued quote or Order Form, if available; or (b) the Pricing Attachment if a Pricing Attachment is used instead of a quote or Order Form. The Service Commencement Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Service Commencement Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its end users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that (a) the total MRC for Customer's Hosted VoIP and SIP Trunk installed at the end of a month is at less than 90% of the total MRC for Customer's Hosted VoIP installed the immediately preceding month; (b) Customer removes more than 60% of the existing Hosted VoIP before at least 75% of the Service Term is complete; or (c) the total MRC for Customer's SIP Trunk installed at the end of a month is at least 25% less than the total MRC for SIP Trunk installed the immediately preceding month; then Customer will also pay to CenturyLink a Cancellation Charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

5. Charges. Charges for the Service are as set forth in the Pricing Attachment, Order Form, a signed CenturyLink issued quote and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Service Commencement Date, the parties will either sign an amendment adding pricing for the new Service elements, or Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The Net Rates will be used to calculate Contributory Charges. Charges will commence within five days of the Service Commencement Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the primary location where Customer utilizes Service, and not on a temporary Registered Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer).

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

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7. E-Mail Information/Updates. 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. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

8. Service Upgrades/MACDs. CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

8.1 Addition of Hosted VoIP Seats or SIP Sessions During Term. Customer may add additional Hosted VoIP seats or SIP Trunk Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session rates shown in the Pricing Attachment or Rate Sheet will apply. If Customer adds more seats per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk seat will have its own Minimum Service Term commencing on the Service Commencement Date for the seat. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk Sessions added during the Term.

8.2 MACDs. "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location and will be at CenturyLink's then-current rates for on-site dispatch.

8.3 Routers. If necessary, Customer's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Customer's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Customer must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

9. Rental CPE.

9.1 General. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

9.2 Eligibility. In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

9.3 Delivery; Return. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Service Commencement Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

9.4 Ownership and Use. Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payment obligations.

9.5 Software License. Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

9.6 Insurance. At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

9.7 Charges. The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Service Commencement Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

9.8 CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

9.9 Term. CPE and Service ordered during a Term will commence on the Service Commencement Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current

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rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

9.10 Safety Compliance. Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

9.11 Switches. Switch rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service and renting Switches from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Switches for use with Service, the MRC for Switch rental and maintenance is not included in the seat MRC and will be shown in a separate Rental CPE Rate Attachment or the Rate Sheet. The Switches provided with Service vary depending on the port speed and number of seats Customer orders for a location.

9.12 Maintenance and Configuration Changes. CenturyLink will perform all maintenance and configuration of any Rental CPE Switches, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for ProMET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for ProMET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Switches maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Switches maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

9.13 Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

9.14 Cordless IP Handsets. Customer is responsible for providing all replacement batteries for cordless IP Handsets during the CPE Term and all month to month renewals.

10. Alternate Carrier Connectivity. This section applies if Customer purchases connectivity (Internet access / local access) from a carrier other than CenturyLink ("Alternate Carrier") instead of purchasing Approved Connectivity.

10.1 CenturyLink Responsibilities. Customer agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:

(a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.

(b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

(c) Customer is not required to use network equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations. Notwithstanding the foregoing, Hosted VoIP IP phones must be on the CenturyLink Approved CPE list to be used with the Service.

(d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier.

10.2 Customer Responsibilities.

(a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.

(b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.

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(c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

10.3 Additional Service Limitations, including 911 Calling. The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its end users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services.

11. Other Terms.

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

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

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

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

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

11.5 Access Arbitrage. If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

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

11.7 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in

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its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

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

11.9 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

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

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ATTACHMENT A
WARNING LABELS (US)

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 7. Your broadband/interconnect connection has failed or is disconnected
- 8. Your electrical power is disrupted
- 9. The current location of your handset has not been registered with your service provider

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 10. Your broadband/interconnect connection has failed or is disconnected
- 11. Your electrical power is disrupted
- 12. The current location of your handset has not been registered with your service provider

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 13. Your broadband/interconnect connection has failed or is disconnected
- 14. Your electrical power is disrupted
- 15. The current location of your handset has not been registered with your service provider

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 16. Your broadband/interconnect connection has failed or is disconnected
- 17. Your electrical power is disrupted
- 18. The current location of your handset has not been registered with your service provider

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 19. Your broadband/interconnect connection has failed or is disconnected
- 20. Your electrical power is disrupted
- 21. The current location of your handset has not been registered with your service provider

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 22. Your broadband/interconnect connection has failed or is disconnected
- 23. Your electrical power is disrupted
- 24. The current location of your handset has not been registered with your service provider

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 25. Your broadband/interconnect connection has failed or is disconnected
- 26. Your electrical power is disrupted
- 27. The current location of your handset has not been registered with your service provider

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 28. Your broadband/interconnect connection has failed or is disconnected
- 29. Your electrical power is disrupted
- 30. The current location of your handset has not been registered with your service provider

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

- 31. Your broadband/interconnect connection has failed or is disconnected
- 32. Your electrical power is disrupted
- 33. The current location of your handset has not been registered with your service provider

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

INTERNATIONAL VOICE SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide international voice service ("Service" or "International Voice Service") under the terms of the Agreement, RSS, ISS, and this Service Exhibit.

"Base Rate" means the RSS or ISS metered usage charges, per call charges or list rate MRCs and NRCs (if the Service is not described in the Services Schedule) for Service as of the Effective Date.

"Custom Discount" means a competitive-response, negotiated discount that applies to Customer's per minute charges set forth in the Services Schedule.

"Net Effective Rate" means the Base Rate less the Custom Discount. Net Effective Rates are subject to change if there is a change in the underlying pricing and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Service Exhibit.

2. Service.

2.1 Description. Service consists of International Outbound Long Distance, International Toll Free and International worldcard®. Except where specified otherwise, for international outbound voice service, the rates specified herein will only apply to international outbound voice service originating in the U.S. (subject to availability) and terminating internationally using land-line facilities and will not apply to international outbound voice service terminating internationally using cellular facilities or, for international inbound voice service, the rates specified herein will only apply to international inbound voice service originating internationally using land-line and cellular facilities. However, airtime is charged for mobile calls. With respect to Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

2.2 International IP Voice. International IP Voice Service consists of IP international Long Distance and IP dedicated international Toll Free. International IP Voice accepts international dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. International IP Voice also accepts dedicated international Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for International IP Voice services is the same as for non-IP dedicated international Long Distance and Toll Free. International IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of International IP Voice will comply with and be subject to the Service Guide and AUP which are posted at <http://www.qwest.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the Service Guide and AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

2.3 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

3. Term. This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

4. Charges. Customer will pay all applicable rates and charges as set forth at <http://qwest.centurylink.com/legal/ildctaexp/STANDARD/v4.doc> (Use CenturyLink code **4Q12ILDTF**), in the RSS, or Order Form. The per minute rates and charges are provided for informational purposes only, but should reflect the applicable rates as of the Effective Date of the underlying Agreement. The rates for Service are controlled by the RSS and are subject to change. The rates set forth at <http://qwest.centurylink.com/legal/ildctaexp/STANDARD/v4.doc> do not include costs associated with local access.

5. Other Terms.

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

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

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause, then Customer will pay any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all

INTERNATIONAL VOICE SERVICE EXHIBIT

Services are deemed terminated, and Customer will pay any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

5.5 Access Arbitrage. If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

5.6 Acceptable Use Policy and Use of Service. CenturyLink may also terminate the International IP Voice Service for Cause under this Section where Customer's use of the International IP Voice Service: (a) is contrary to the AUP, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

5.7 Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) constitutes an impermissible traffic aggregation or Access Arbitrage, (b) avoids Customer's obligation to pay for communication services, and (c) violates the use of Service terms or compliance terms applicable to the Service. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

5.9 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf.

INTERNATIONAL VOICE SERVICE EXHIBIT

PRICING ATTACHMENT

1. CenturyLink code **4Q12ILDTF** must be entered on the Order Form to provide the rates described in the Pricing Attachment. All rates below are quoted in minutes and will be billed in the following initial and incremental time periods based on traffic type:

International Voice Service	Initial Billing Period	Incremental Billing Period
Outbound U.S. to International	30 seconds	6 seconds
Outbound U.S. to Canada	30 seconds	6 seconds
Outbound U.S. to Mexico	60 seconds	60 seconds

worldcard	Initial Billing Period	Incremental Billing Period
Outbound US to International (excluding Mexico)	30 seconds	6 seconds
Inbound International (excluding Mexico) to US	60 seconds	60 seconds
Outbound International to International	60 seconds	60 seconds
Inbound Mexico to US	60 seconds	60 seconds
Outbound Mexico to Mexico	60 seconds	60 seconds
Outbound Mexico to International	60 seconds	60 seconds
Outbound International to Mexico	60 seconds	60 seconds
Outbound US to Mexico	60 seconds	60 seconds
Inbound Canada to US	30 seconds	6 seconds
Outbound US to Canada	30 seconds	6 seconds
Outbound Canada to International (excluding Mexico)	30 seconds	6 seconds
Outbound International (excluding Mexico) to Canada	60 seconds	60 seconds
Outbound Canada to Mexico	60 seconds	60 seconds
Outbound Mexico to Canada	60 seconds	60 seconds

International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

1.1 International Outbound Long Distance.

Country of Termination	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
Default Rate: (Any country that is not listed and ILD/IDDD service is provided)	0.4500	0.5000
Afghanistan	0.6498	0.6638
Afghanistan - Mobile/SS	0.5350	0.5350
Albania	0.3052	0.3192
Albania - Mobile/SS	0.2933	0.3163
Algeria	0.2604	0.2744
Algeria - Mobile/SS	0.5538	0.5768
Andorra	0.1167	0.1307
Andorra - Mobile/SS	0.4104	0.4334
Angola	0.3948	0.4088
Angola - Mobile/SS	0.4228	0.4368
Anguilla	0.2212	0.2352
Anguilla - Mobile/SS	0.3455	0.3685
Antarctica	4.0906	4.1136
Antigua	0.2117	0.2347
Antigua - Mobile/SS	0.3150	0.3290
Argentina	0.0735	0.0875
Argentina - Buenos Aires	0.0151	0.0151
Argentina - Mobile/SS	0.2546	0.2686
Armenia	0.3332	0.3472
Armenia - Mobile/SS	0.3612	0.3752
Aruba	0.1652	0.1843
Aruba - Mobile/SS	0.3672	0.3902
Ascension Island	2.8752	2.8982
Australia	0.0378	0.0608
Australia - Melbourne	0.0260	0.0260

INTERNATIONAL VOICE SERVICE EXHIBIT

Country of Termination	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
Australia - Mobile/SS	0.1834	0.1974
Australia - Sydney	0.0251	0.0251
Austria	0.0690	0.0830
Austria - Mobile/SS	0.2792	0.3022
Austria - Vienna	0.0394	0.0394
Azerbaijan	0.3730	0.3870
Azerbaijan - Mobile/SS	0.5551	0.5781
Bahamas	0.1926	0.2156
Bahamas - Mobile/SS	0.3890	0.4120
Bahrain	0.2828	0.2968
Bahrain - Mobile/SS	0.3108	0.3248
Bangladesh	0.3158	0.3298
Bangladesh - Mobile/SS	0.4719	0.4859
Barbados	0.2212	0.2352
Barbados - Mobile/SS	0.3402	0.3632
Belarus	0.3302	0.3532
Belarus - Mobile/SS	0.4106	0.4336
Belgium	0.0321	0.0551
Belgium - Mobile/SS	0.2170	0.2310
Belize	0.3758	0.3988
Belize - Mobile/SS	0.4170	0.4310
Benin	0.3838	0.4068
Benin - Mobile/SS	0.3862	0.4092
Bermuda	0.1316	0.1456
Bhutan	0.5759	0.5899
Bhutan - Mobile/SS	0.6300	0.6440
Bolivia	0.2325	0.2555
Bosnia & Herzegovina	0.2201	0.2358
Bosnia & Herzegovina - Mobile/SS	0.5062	0.5292
Botswana	0.2965	0.2964
Botswana - Mobile/SS	0.3608	0.3838
Brazil	0.0980	0.1120
Brazil - Belo Horizonte	0.0595	0.0595
Brazil - Mobile/SS	0.2335	0.2565
Brazil - Rio de Janeiro	0.0769	0.0769
Brazil - Sao Paulo	0.0300	0.0300
British Virgin Islands	0.1764	0.1994
British Virgin Islands - Mobile/SS	0.4556	0.4786
Brunei	0.2828	0.2968
Brunei - Mobile/SS	0.3108	0.3248
Bulgaria	0.1820	0.1960
Bulgaria - Mobile/SS	0.6479	0.6709
Burkina Faso	0.4650	0.4647
Burkina Faso - Mobile/SS	0.4932	0.5162
Burundi	0.6244	0.6384
Burundi - Mobile/SS	0.2542	0.2682
Cambodia	0.7028	0.7168
Cambodia - Mobile/SS	0.7308	0.7448
Cameroon	0.2946	0.3086
Cameroon - Mobile/SS	0.4472	0.4612
Canada	0.0209	0.0349
Cape Verde Islands	0.3570	0.3710
Cape Verde Islands - Mobile/SS	0.4550	0.4690
Cayman Islands	0.1540	0.1680
Cayman Islands - Mobile/SS	0.2678	0.2908
Central African Republic	1.6408	1.6638
Central African Republic - Mobile/SS	0.6300	0.6440
Chad	0.9577	0.9717
Chad - Mobile/SS	0.6838	0.6978
Chile	0.1428	0.1658
Chile - Mobile/SS	0.2506	0.2646
Chile - Santiago	0.0557	0.0557
China	0.1137	0.1277
China - Beijing	0.0506	0.0506
China - Fuzhou	0.0230	0.0230

INTERNATIONAL VOICE SERVICE EXHIBIT

Country of Termination	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
China - Guangzhou	0.0507	0.0507
China - Mobile/SS	0.1932	0.2072
China - Shanghai	0.0229	0.0229
Christmas & Cocos Islands	0.1880	0.2110
Colombia	0.1243	0.1383
Colombia - Bogota	0.0322	0.0322
Colombia - Mobile/SS	0.2268	0.2408
Comoros	0.9941	1.0171
Comoros - Mobile/SS	1.3202	1.3432
Congo	0.9759	0.9989
Cook Islands	4.1860	4.2000
Costa Rica	0.1624	0.1764
Costa Rica - Mobile/SS	0.1904	0.2044
Croatia	0.2094	0.2234
Croatia - Mobile/SS	0.5769	0.5771
Cuba	1.3686	1.3916
Cuba - Mobile/SS	1.7628	1.7628
Cuba - Guantanamo Bay	1.1000	1.1200
Cyprus	0.2212	0.2352
Cyprus - Mobile/SS	1.1191	1.1194
Czech Republic	0.1708	0.1848
Czech Republic - Mobile/SS	0.8858	0.8862
Czech Republic - Prague	0.0480	0.0480
Denmark	0.0700	0.0840
Denmark - Mobile/SS	0.2100	0.2240
Diego Garcia	3.5342	3.5572
Djibouti	0.6047	0.6277
Dominica	0.2298	0.2438
Dominica - Mobile/SS	0.3380	0.3610
Dominican Republic	0.1841	0.1841
Dominican Republic - Mobile/SS	0.1540	0.1680
East Timor	5.2464	5.2694
Ecuador	0.1935	0.2152
Ecuador - Mobile/SS	0.4051	0.4050
Egypt	0.2414	0.2554
Egypt - Cairo	0.3645	0.3645
Egypt - Mobile/SS	0.3444	0.3584
El Salvador	0.3111	0.3341
El Salvador - Mobile/SS	0.3315	0.3545
Equatorial Guinea	0.7364	0.7504
Eritrea	0.5074	0.5214
Estonia	0.2268	0.2408
Estonia - Mobile/SS	0.5940	0.6170
Ethiopia	0.4620	0.4760
Ethiopia - Mobile/SS	0.4900	0.5040
Faeroe Islands	0.4183	0.4413
Falkland Islands	2.5776	2.6006
Fiji Islands	0.4135	0.4365
Fiji Islands - Mobile/SS	0.4946	0.5086
Finland	0.1381	0.1382
Finland - Mobile/SS	0.1680	0.1820
France	0.0280	0.0420
France - Mobile/SS	0.1930	0.2070
France - Paris	0.0191	0.0191
French Antilles	0.1988	0.2128
French Antilles - Mobile/SS	0.1168	0.1168
French Guiana	0.2632	0.2772
French Guiana - Mobile/SS	0.0212	0.0212
French Polynesia	0.5290	0.5520
Gabon	0.6694	0.6924
Gabon - Mobile/SS	0.7018	0.7248
Gambia	0.6512	0.6742
Gambia - Mobile/SS	1.0428	1.0658
Georgia	0.3977	0.4117
Georgia - Mobile/SS	0.4143	0.4283

INTERNATIONAL VOICE SERVICE EXHIBIT

Country of Termination	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
Germany	0.0280	0.0446
Germany - Mobile/SS	0.2409	0.2639
Ghana	0.4156	0.4386
Ghana - Mobile/SS	0.3439	0.3669
Gibraltar	0.2825	0.2965
Gibraltar - Mobile/SS	0.4373	0.4603
Greece	0.0871	0.1011
Greece - Athens	0.0407	0.0407
Greece - Mobile/SS	0.1930	0.2070
Greenland	1.3943	1.4173
Greenland - Mobile/SS	0.5810	0.5950
Grenada	0.2391	0.2531
Grenada - Mobile/SS	0.3564	0.3794
Guadeloupe	0.2044	0.2184
Guadeloupe - Mobile/SS	0.3461	0.3601
Guatemala	0.2249	0.2479
Guatemala - Mobile/SS	0.2436	0.2666
Guinea	1.1529	1.1759
Guinea - Mobile/SS	0.4338	0.4478
Guinea Bissau	1.9632	1.9862
Guyana	0.3967	0.4107
Guyana - Mobile/SS	0.4585	0.4725
Haiti	0.4907	0.5137
Haiti - Mobile/SS	0.4907	0.5137
Honduras	0.3360	0.3500
Honduras - Mobile/SS	0.3920	0.4060
Hong Kong	0.0754	0.0894
Hong Kong - Mobile/SS	0.1148	0.1288
Hungary	0.1129	0.1129
Hungary - Budapest	0.0813	0.0813
Hungary - Mobile/SS	0.2584	0.2724
Iceland	0.1820	0.1960
Iceland - Mobile/SS	0.2773	0.2913
India	0.1890	0.2030
India – Ahmedabad	0.0081	0.0081
India - Bangalore	0.0313	0.0313
India - Bombay	0.0328	0.0328
India - Calcutta	0.1390	0.1390
India - Gujarat	0.0379	0.0379
India - Hyderabad	0.0412	0.0412
India - Kerala	0.0372	0.0372
India - Madras	0.0323	0.0323
India - New Delhi	0.0324	0.0324
India - Pune	0.0325	0.0325
India - Punjab	0.0321	0.0321
India - Mobile/SS	0.3108	0.3248
Indonesia	0.1390	0.1620
Indonesia - Jakarta	0.0324	0.0324
Indonesia - Surabaya	0.0448	0.0448
Indonesia - Mobile/SS	0.2378	0.2518
INMARSAT	3.3663	3.3663
International Networks	14.5834	14.6064
International Networks Satellite	5.3790	5.3790
Iran	0.3478	0.3618
Iran - Mobile/SS	0.4732	0.4872
Iraq	0.1782	0.1846
Iraq - Mobile/SS	0.2542	0.2542
Ireland	0.0700	0.0840
Ireland - Mobile/SS	0.3304	0.3534
Iridium	14.9408	14.9638
Israel	0.0350	0.0490
Israel - Mobile/SS	0.1202	0.1342
Italy - Mobile/SS	0.3597	0.3827
Italy	0.0298	0.0480
Ivory Coast	0.4664	0.4894

INTERNATIONAL VOICE SERVICE EXHIBIT

Country of Termination	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
Ivory Coast - Mobile/SS	0.4912	0.5142
Jamaica	0.2360	0.2500
Jamaica - Mobile/SS	0.3779	0.4009
Japan	0.0432	0.0662
Japan	0.0432	0.0662
Japan - Osaka	0.1387	0.1387
Japan - Tokyo	0.0740	0.0740
Japan - Mobile/SS	0.2141	0.2351
Jordan	0.3478	0.3618
Jordan - Mobile/SS	0.4022	0.4162
Kazakhstan	0.1403	0.1543
Kazakhstan - Mobile/SS	0.1921	0.2061
Kenya	0.3220	0.3360
Kenya - Mobile/SS	0.3500	0.3640
Kiribati	2.2719	2.2949
Kuwait	0.2839	0.2979
Kuwait - Mobile/SS	0.4004	0.4144
Kyrgyzstan	0.2385	0.2615
Kyrgyzstan - Mobile/SS	0.3483	0.3623
Laos	0.6319	0.6459
Laos - Mobile/SS	0.7946	0.8086
Latvia	0.4165	0.4395
Latvia - Mobile/SS	1.0603	1.0833
Lebanon	0.3265	0.3405
Lebanon - Mobile/SS	0.3903	0.4043
Lesotho	0.3276	0.3416
Lesotho - Mobile/SS	0.3715	0.3945
Liberia	0.4819	0.5049
Liberia - Mobile/SS	0.5290	0.5430
Libya	0.4077	0.4307
Libya - Mobile/SS	0.8640	0.8870
Liechtenstein	0.1688	0.1741
Liechtenstein - Mobile/SS	1.9942	2.0172
Lithuania	0.2201	0.2341
Lithuania - Mobile/SS	0.3712	0.3852
Luxembourg	0.0700	0.0840
Luxembourg - Mobile/SS	0.3077	0.3307
Macau	0.2990	0.3130
Macau - Mobile/SS	0.3332	0.3472
Macedonia	0.2268	0.2408
Macedonia - Mobile/SS	0.5832	0.6062
Madagascar	0.9716	0.9856
Madagascar - Mobile/SS	0.9996	1.0136
Malawi	0.2548	0.2688
Malawi - Mobile/SS	0.2828	0.2968
Malaysia	0.0404	0.0634
Malaysia - Kuala Lumpur	0.0229	0.0229
Malaysia - Mobile/SS	0.1202	0.1342
Maldives	0.9838	1.0068
Maldives - Mobile/SS	2.1458	2.1688
Mali	0.5142	0.5372
Mali - Mobile/SS	0.5955	0.6185
Malta	0.2156	0.2296
Malta - Mobile/SS	0.3251	0.3481
Marshall Islands	0.5576	0.5806
Mauritania	1.0138	1.0368
Mauritius	0.4390	0.4530
Mauritius - Mobile/SS	0.5250	0.5390
Mayotte Island	1.4894	1.5124
Mayotte Island - Mobile/SS	0.6485	0.6625
Mexico	0.0754	0.0894
Mexico - Mobile/SS	0.1750	0.1750
Micronesia	0.3850	0.3990
Moldova	1.6821	1.6803
Moldova - Mobile/SS	0.5872	0.6012

INTERNATIONAL VOICE SERVICE EXHIBIT

Country of Termination	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
Monaco	0.1010	0.1240
Monaco - Mobile/SS	0.6133	0.6363
Mongolia	0.6580	0.6720
Mongolia - Mobile/SS	0.1466	0.1466
Montenegro	0.0334	0.0334
Montenegro - Mobile/SS	0.0531	0.0531
Montserrat	0.3562	0.3792
Montserrat - Mobile/SS	0.3850	0.3990
Morocco	0.5474	0.5704
Morocco - Mobile/SS	0.5748	0.5978
Morocco - Casablanca	0.0673	0.0673
Mozambique	0.3398	0.3538
Mozambique - Mobile/SS	0.4677	0.4907
Myanmar	0.8343	0.8483
Namibia	0.3710	0.3850
Namibia - Mobile/SS	0.3766	0.3996
Nauru	3.1555	3.1785
Nepal	0.4172	0.4312
Nepal - Mobile/SS	0.5250	0.5390
Netherlands	0.0280	0.0491
Netherlands - Mobile/SS	0.2520	0.2660
Netherlands Antilles	0.1754	0.1896
Netherlands Antilles - Mobile/SS	0.2397	0.2553
New Caledonia	0.4564	0.4704
New Zealand	0.0871	0.1011
New Zealand - Mobile/SS	0.2219	0.2359
Nicaragua	0.2240	0.2405
Nicaragua - Mobile/SS	0.3846	0.4076
Niger	0.4345	0.4575
Niger - Mobile/SS	0.5329	0.5559
Nigeria	0.3149	0.3289
Nigeria - Mobile/SS	0.3769	0.3909
Niue	1.7500	1.7640
Norfolk Island	3.9683	3.9913
North Korea	1.6913	1.7143
Norway	0.0700	0.0840
Norway - Mobile/SS	0.2947	0.3177
Oman	0.3640	0.3780
Oman - Mobile/SS	0.4536	0.4766
Pakistan	0.4060	0.4200
Pakistan - Mobile/SS	0.4004	0.4144
Palau	0.7566	0.7796
Palestine	0.3693	0.3694
Palestine - Mobile/SS	0.3267	0.3497
Panama	0.2201	0.2341
Panama - Mobile/SS	0.2548	0.2688
Papua New Guinea	2.0736	2.0966
Paraguay	0.2436	0.2576
Paraguay - Mobile/SS	0.2855	0.2995
Peru	0.1637	0.1777
Peru - Mobile/SS	0.2490	0.2630
Philippines	0.1891	0.2121
Philippines - Manila	0.2760	0.2760
Philippines - Mobile/SS	0.2450	0.2590
Poland	0.1717	0.1947
Poland - Mobile/SS	0.2699	0.2839
Portugal	0.4347	0.4577
Portugal - Mobile/SS	0.2170	0.2310
Qatar	0.4270	0.4410
Qatar - Mobile/SS	0.4760	0.4900
Reunion Island	0.5048	0.5188
Reunion Island - Mobile/SS	0.5477	0.5617
Romania	0.1400	0.1540
Russia	0.1350	0.1490
Russia - Mobile/SS	0.1820	0.1960

INTERNATIONAL VOICE SERVICE EXHIBIT

Country of Termination	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
Russia - Moscow	0.0510	0.0510
Russia - St. Petersburg	0.0824	0.0824
Rwanda	0.4695	0.4835
Rwanda - Mobile/SS	0.3779	0.3779
San Marino	0.1367	0.1507
Sao Tome	3.1206	3.1436
Saudi Arabia	0.2946	0.3086
Saudi Arabia - Mobile/SS	0.4172	0.4312
Senegal	0.5170	0.5400
Senegal - Mobile/SS	0.8620	0.8850
Serbia	0.1944	0.2174
Serbia - Mobile/SS	0.6262	0.6492
Seychelles Islands	0.6227	0.6457
Sierra Leone	0.9396	0.9626
Sierra Leone - Mobile/SS	0.9258	0.9488
Singapore	0.1084	0.1224
Singapore - Mobile/SS	0.1540	0.1680
Slovak Republic	0.1669	0.1809
Slovak Republic - Mobile/SS	0.2665	0.2887
Slovenia	0.1820	0.1960
Slovenia - Mobile/SS	0.6694	0.6924
Solomon Islands	2.5749	2.5979
Solomon Islands - Mobile/SS	1.3860	1.4000
Somalia	1.7166	1.7396
South Africa	0.0871	0.0871
South Africa - Mobile/SS	0.2490	0.2630
South Korea	0.0810	0.0950
South Korea - Mobile/SS	0.1034	0.1174
South Sudan	1.0775	1.0836
Spain	0.0858	0.1088
Spain - Barcelona	0.0295	0.0295
Spain - Madrid	0.0390	0.0390
Spain - Mobile/SS	0.2542	0.2772
Sri Lanka	0.4633	0.4636
Sri Lanka - Mobile/SS	0.4172	0.4312
St. Helena	5.3947	5.4177
St. Kitts	0.2144	0.2374
St. Kitts - Mobile/SS	0.4963	0.5193
St. Lucia	0.2044	0.2184
St. Lucia - Mobile/SS	0.3525	0.3665
St. Maarten	0.2330	0.2330
St. Pierre & Miquelon	0.3887	0.4117
St. Vincent	0.2455	0.2595
St. Vincent - Mobile/SS	0.3533	0.3763
Sudan	0.4788	0.4928
Sudan - Mobile/SS	0.3872	0.4102
Suriname	0.4891	0.5031
Suriname - Mobile/SS	0.4602	0.4832
Swaziland	0.2156	0.2296
Swaziland - Mobile/SS	0.3284	0.3514
Sweden	0.0560	0.0700
Sweden - Mobile/SS	0.2413	0.2553
Switzerland	0.0336	0.0566
Switzerland - Mobile/SS	0.3337	0.3567
Syria	0.4004	0.4144
Syria - Mobile/SS	0.4284	0.4424
Taiwan	0.0754	0.0894
Taiwan - Mobile/SS	0.1424	0.1654
Taiwan - Taipei	0.0304	0.0304
Tajikistan	0.2783	0.2965
Tanzania	0.4217	0.4447
Tanzania - Mobile/SS	0.4396	0.4536
Thailand	0.0865	0.1005
Thailand - Bangkok	0.0551	0.0551
Thailand - Mobile/SS	0.2156	0.2296

INTERNATIONAL VOICE SERVICE EXHIBIT

Country of Termination	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
Togo	0.8018	0.8248
Togo - Mobile/SS	0.5250	0.5390
Tokelau	1.9632	1.9862
Tonga Islands	0.8868	0.9098
Tonga Islands - Mobile/SS	0.3857	0.3910
Trinidad & Tobago	0.2201	0.2341
Trinidad & Tobago - Mobile/SS	0.2183	0.2323
Tunisia	0.8712	0.8942
Tunisia - Mobile/SS	0.9482	0.9712
Turkey	0.1988	0.2128
Turkey - Ankara	0.0892	0.0892
Turkey - Istanbul	0.0870	0.0870
Turkey - Mobile/SS	0.2503	0.2643
Turkmenistan	0.4554	0.4694
Turks & Caicos	0.2990	0.3130
Turks & Caicos - Mobile/SS	0.3793	0.4023
Tuvalu	2.2468	2.2698
Uganda	0.2946	0.3086
Uganda - Mobile/SS	0.3332	0.3472
Ukraine	0.1775	0.1915
Ukraine - Mobile/SS	0.2660	0.2822
United Arab Emirates	0.3187	0.3377
United Arab Emirates - Mobile/SS	0.4410	0.4550
United Kingdom	0.0263	0.0403
United Kingdom - London	0.0147	0.0147
United Kingdom - Mobile/SS	0.5384	0.5614
Uruguay	0.2380	0.2520
Uruguay - Mobile/SS	0.2784	0.3014
Uruguay - Montevideo	0.1276	0.1276
Uzbekistan	0.1828	0.1968
Uzbekistan - Mobile/SS	0.3559	0.3559
Vanuatu	1.8820	1.9050
Venezuela	0.1403	0.1543
Venezuela - Caracas	0.0656	0.0656
Venezuela - Mobile/SS	0.2546	0.2686
Vietnam	0.3360	0.3500
Vietnam - Hanoi	0.1085	0.1085
Vietnam - Ho Chi Minh City	0.1996	0.1996
Vietnam - Mobile/SS	0.4060	0.4200
Wallis & Futuna	1.7500	1.7640
Western Samoa	1.0554	1.0784
Western Samoa - Mobile/SS	0.9055	0.9055
Yemen	0.3791	0.3931
Yemen - Mobile/SS	0.4435	0.4575
Zaire	0.8605	0.8835
Zaire - Mobile/SS	0.5213	0.5353
Zambia	0.2946	0.3086
Zambia - Mobile/SS	0.3332	0.3472
Zimbabwe	0.2380	0.2520
Zimbabwe- Mobile/SS	0.3410	0.3550

1.1.1 worldcard Switched Origination to Switched Termination Rate Schedule.

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
US to Canada	Per above table	\$0.2500
US to International (including Mexico)	Per above table	\$0.5000

1.2 ITFS/UIFN In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information

INTERNATIONAL VOICE SERVICE EXHIBIT

regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix". CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

CenturyLink cannot guarantee that all new ITFS/UIFN numbers are tested due to random voluntary testing of ITFS/UIFN numbers by the foreign PTTs. ITFS/UIFN numbers may be disconnected by foreign PTTs without advanced notification due to Customer fraudulent use or no usage. Customer agrees to maintain minimum usage for each number on a regular basis and adhere to the restricted application guideline (as stated in Availability Matrix). In situations when an ITFS/UIFN is disconnected by a foreign PTT, it is the Customer's responsibility to submit an order for a new number. CenturyLink does not guarantee that the same number can be re-instated. All PTT's reserve the right to decline, cancel, or change international services at any time with or without notice.

ITFS/UIFN	MRC Per Number	NRC Per Number
ITFS	\$10.00	N/A
UIFN	\$10.00	\$160.00

Some countries have an additional MRC and/or NRC.

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are indicated in the table below. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates listed in the table below. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s).

INTERNATIONAL VOICE SERVICE EXHIBIT

Originating Country	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
Default Rate: (Any country not listed and ITFS/UIFN service is provided)	0.5000	0.7000
Andorra (France on the availability Matrix)	0.7500	0.7800
Anguilla	1.1200	1.1400
Antigua	0.5680	0.5880
Argentina	0.9500	0.9700
Australia	0.1500	0.1700
Bahamas	0.2500	0.2700
Bahrain	0.5520	0.5720
Barbados	0.3500	0.3700
Belgium	0.1000	0.1200
Bermuda	0.4480	0.4680
Bolivia	1.9500	1.9800
Brazil	0.4960	0.5160
BVI (Tortola)	1.1200	1.1400
Canada (domestic 8xx with extended call coverage)	0.0500	0.0700
Cayman Islands	1.1200	1.1400
Chile	0.3920	0.4120
China	0.8400	0.8600
Colombia	0.4480	0.4680
Costa Rica	1.0720	1.0920
Cyprus	0.1647	0.1847
Czech Republic	0.2085	0.2125
Denmark	0.1200	0.1400
Dominica	0.1832	0.1872
Dominican Republic	0.3381	0.3500
Ecuador	0.3000	0.3500
El Salvador	0.3381	0.3500
FIJI	0.8900	0.9100
Finland	0.3198	0.3236
France	0.1184	0.1400
Germany	0.0734	0.0900
Greece	0.2141	0.2341
Grenada	0.2141	0.2341
Guatemala	0.9600	0.9800
Honduras	0.4510	0.4575
Hong Kong	0.3300	0.3500
Hungary	0.5680	0.5880
India	1.0500	1.0700
Indonesia	0.7760	0.7960
Ireland	0.1182	0.1400
Israel	0.1667	0.1900
Italy	0.1500	0.1900
Jamaica	0.1261	0.1302
Japan	0.3300	0.3500
Korea (South)	0.3300	0.3500
Liechtenstein (Switzerland on the availability Matrix)	0.9700	1.0000
Luxembourg	0.2960	0.3160
Macau	0.4000	0.4200
Malaysia	0.5200	0.5400
Mexico	0.1500	0.1700
Monaco (France on the availability Matrix)	0.7500	0.7800
Montserrat	1.1200	1.1400
Netherlands	0.0800	0.1000
Netherlands Antilles	0.7300	0.7500
New Zealand	0.1500	0.1700
Nicaragua	0.4028	0.4071
Norway	0.2500	0.2700
Panama	0.4560	0.4760
Peru	1.3500	1.3700
Philippines	0.3300	0.3500
Poland	0.5680	0.5880
Portugal	0.2500	0.2700

INTERNATIONAL VOICE SERVICE EXHIBIT

Originating Country	Dedicated Origination - Switched Termination Rate Per Minute	Switched Origination - Switched Termination Rate Per Minute
San Marino (Italy on the availability Matrix)	1.9300	1.9600
Singapore	0.3300	0.3500
South Africa	0.6560	0.6760
Spain	0.2985	0.3100
St. Kitts/Nevis	0.6336	0.6536
St. Lucia	0.6336	0.6536
St. Vincent/ Grenadine	0.8000	0.8200
Sweden	0.2500	0.2700
Switzerland	0.2500	0.2700
Taiwan	0.5600	0.5800
Thailand	0.6080	0.6280
Trinidad/Tobago	0.5680	0.5880
Turkey	0.5680	0.5880
Turks and Caicos	0.9700	1.0000
United Arab Emirates	0.5680	0.5880
United Kingdom	0.0740	0.0900
Uruguay	0.1424	0.1464
Venezuela	0.6560	0.6760

INTERNATIONAL VOICE SERVICE EXHIBIT**1.3 Canada Services – To and From**

Toll Free Services to and from Canada	
From Canada to United States	
Switched Origination - Switched Termination	\$0.0700
Switched Origination - Dedicated Termination	\$0.0500
Toll Free Service Terminating in Canada	Switched termination service available only
United States Switched Origination - Canada Switched Termination	\$0.0700

1.3.1

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
Canada to Canada or US	\$0.0800	\$0.2500
Canada to International	Per US to International rates in Section 1.1.1	\$0.5000

1.4 worldcard International Origination to U.S. Termination.

Country of Origination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
Antigua (Barbuda)	\$1.5600	\$1.00
Argentina	\$1.5600	\$1.00
Australia (Tasmania, Christmas Islands, Cocos Islands)	\$0.6160	\$1.00
Austria	\$0.8000	\$1.00
Azores	\$1.2240	\$1.00
Bahamas	\$1.2720	\$1.00
Bahrain	\$2.2500	\$1.00
Barbados	\$0.9280	\$1.00
Belarus (Vitebsk, Grodno, Brest, Minsk, Moghilev, Gomel)	\$1.2800	\$1.00
Belgium	\$0.8000	\$1.00
Bermuda	\$1.2500	\$1.00
Bolivia	\$2.0400	\$1.00
Brazil	\$0.8320	\$1.00
Brunei	\$2.5040	\$1.00
Bulgaria	\$1.2800	\$1.00
Chile	\$1.1600	\$1.00
China	\$1.3760	\$1.00
Colombia (San Andres Isl.)	\$1.0800	\$1.00
Croatia	\$1.2800	\$1.00
Cook Island	\$7.1400	\$1.00
Cyprus	\$1.2800	\$1.00
Czech Republic	\$1.1600	\$1.00
Denmark	\$0.8000	\$1.00
Dominica	\$1.5000	\$1.00
Dominican Republic	\$0.9200	\$1.00
Egypt	\$1.5600	\$1.00
El Salvador	\$1.5600	\$1.00
Fiji Islands	\$2.5040	\$1.00
Finland	\$0.8000	\$1.00
France (Corsica Island)	\$0.5120	\$1.00
French Guiana	\$1.2506	\$1.00
Germany	\$0.5040	\$1.00
Greece	\$1.1040	\$1.00
Guadeloupe (St Barthelemy, St. Martin French Part, Marie Galante)	\$1.2506	\$1.00
Hong Kong	\$0.6560	\$1.00
Hungary	\$0.8000	\$1.00
Iceland	\$0.9520	\$1.00

INTERNATIONAL VOICE SERVICE EXHIBIT

Country of Origination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
India	\$3.0000	\$1.00
Indonesia (Does not cover East Timor)	\$1.4560	\$1.00
Ireland	\$0.7600	\$1.00
Israel-Bezeq (Does not cover Palestinian Territories)	\$1.0720	\$1.00
Italy (Elba Island, San Marino, Vatican City)	\$0.7200	\$1.00
Japan	\$0.6240	\$1.00
Japan	\$1.7400	\$1.00
Kenya	\$2.4000	\$1.00
Korea (South)	\$1.1520	\$1.00
Latvia	\$1.5600	\$1.00
Lithuania	\$1.1600	\$1.00
Luxembourg	\$0.8000	\$1.00
Macedonia	\$1.8000	\$1.00
Madeira Islands	\$1.2240	\$1.00
Malaysia (Peninsular Malaysia and East Malaysia)	\$1.3680	\$1.00
Malta	\$1.0000	\$1.00
Martinique	\$1.5600	\$1.00
Mauritius	\$2.5040	\$1.00
Mexico	\$1.0320	\$1.00
Monaco	\$0.8000	\$1.00
Netherlands	\$0.4880	\$1.00
New Zealand (Chatham Islands)	\$1.2800	\$1.00
Nicaragua	\$1.5920	\$1.00
Norway (Jan Mayen, Svalbard Islands)	\$0.8000	\$1.00
Pakistan	\$1.2600	\$1.00
Panama	\$1.5600	\$1.00
Peru	\$0.9520	\$1.00
Philippines	\$1.2640	\$1.00
Poland	\$1.1760	\$1.00
Portugal (Azores, Madeira)	\$1.2240	\$1.00
Reunion Island (France)	\$1.0000	\$1.00
Romania	\$1.5000	\$1.00
Russia	\$1.2800	\$1.00
San Marino (Italy)	\$0.7200	\$1.00
Senegal	\$2.5040	\$1.00
Singapore	\$1.2800	\$1.00
Slovak Republic	\$1.2800	\$1.00
Slovenia	\$0.3396	\$1.00
South Africa	\$1.0560	\$1.00
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0.9760	\$1.00
Sri Lanka	\$2.0000	\$1.00
St. Kitts & Levis	\$1.5600	\$1.00
St. Pierre	\$1.5600	\$1.00
Sweden	\$0.8000	\$1.00
Switzerland (Does not cover Liechtenstein)	\$0.8000	\$1.00
Syrian Arab Republic	\$1.9500	\$1.00
Taiwan	\$0.6640	\$1.00
Thailand	\$1.5120	\$1.00
Trinidad & Tobago	\$1.5000	\$1.00
Ukraine	\$1.2800	\$1.00
United Arab Emirates	\$0.8400	\$1.00
United Kingdom (England, Scotland, Wales, Northern Ireland, Isle of Man, Guernsey, Channel Island)	\$0.3520	\$1.00
Venezuela (Margarita Island)	\$0.9000	\$1.00
Vietnam	\$1.7604	\$1.00

1.5 worldcard International Origination to International Termination.

Country of Origination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
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INTERNATIONAL VOICE SERVICE EXHIBIT

Argentina	\$1.6415	\$1.00
Australia (Tasmania, Christmas Islands, Cocos Islands)	\$0.7928	\$1.00
Austria	\$0.9849	\$1.00
Azores (Portugal)	\$1.9565	\$1.00
Belgium	\$0.8078	\$1.00
Bolivia	\$2.6668	\$1.00
Chile	\$1.7915	\$1.00
China	\$1.9140	\$1.00
Colombia (San Andres Isl.)	\$1.8703	\$1.00
Croatia, Republic of	\$1.6665	\$1.00
Czech Republic	\$1.3076	\$1.00
Denmark	\$0.6453	\$1.00
Dominican Republic	\$1.1828	\$1.00
El Salvador	\$1.4290	\$1.00
Finland	\$0.7078	\$1.00
France (Corsica Island)	\$0.5828	\$1.00
French Guyana	\$1.5940	\$1.00
Germany	\$0.7468	\$1.00
Greece	\$1.0103	\$1.00
Guadeloupe (St Barthelemy, St. Martin French Part, Marie Galante)	\$1.5940	\$1.00
Hong Kong	\$0.6228	\$1.00
Hungary	\$1.0915	\$1.00
Iceland	\$1.3915	\$1.00
Ireland	\$1.0899	\$1.00
Israel-Bezeq (Not cover Palestinian Territories)	\$1.1109	\$1.00
Italy (Elba Island, San Marino, Vatican City)	\$0.8460	\$1.00
Japan	\$1.0828	\$1.00
Korea, South	\$0.7890	\$1.00
Latvia	\$1.0944	\$1.00
Luxembourg	\$0.9540	\$1.00
Macedonia	\$2.6293	\$1.00
Madeira Islands	\$1.9565	\$1.00
Martinique	\$1.8293	\$1.00
Mexico	\$1.2040	\$1.00
Monaco	\$1.1043	\$1.00
Netherlands	\$0.5815	\$1.00
New Zealand (Chatham Islands)	\$0.7578	\$1.00
Norway (Jan Mayen, Svalbard Islands)	\$0.6978	\$1.00
Panama	\$0.8620	\$1.00
Philippines	\$1.1415	\$1.00
Poland	\$1.0803	\$1.00
Portugal (Azores, Madeira)	\$1.9565	\$1.00
Reunion Island	\$1.5940	\$1.00
Russia	\$1.7915	\$1.00
San Marino	\$0.8460	\$1.00
Singapore	\$0.5765	\$1.00
Slovak Republic	\$1.8790	\$1.00
South Africa	\$1.4940	\$1.00
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0.8603	\$1.00
St. Pierre & Miquelon	\$1.5940	\$1.00
Sweden	\$0.6440	\$1.00
Switzerland (Do not cover Liechtenstein)	\$0.4765	\$1.00
Ukraine	\$2.2290	\$1.00
United Kingdom (England, Scotland, Wales, Northern Ireland, Isle of Man, Guernsey, Channel Island)	\$0.7015	\$1.00
Vatican City	\$0.8460	\$1.00

CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT

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

2. Service Description and Availability.

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

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

- (a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.
- (b) Ethernet Local Access ("ELA").** ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).
- (c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.
- (d) DSL Local Access.** "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

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

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

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

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

CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT

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

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

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

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

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

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

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

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

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

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

5. Term; Cancellation.

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

5.2 Cancellation and Termination Charges.

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

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

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

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

7. Other Terms.

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

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

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

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

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

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

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

8. Definitions.

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

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

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

CENTURYLINK® LOCAL ACCESS SERVICE EXHIBIT
PRICING ATTACHMENT

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

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

NPA/NXX	Loop Tracking ID / CAR	Service Address	Type of Local Access	Service Term (in months)	Circuit Speed	Local Access Net Rate MRC	Install NRC
303260	200924508462	10 Galapagos St., Denver, CO 80223	Wavelength Local Access - CenturyLink Provided	60	2000 Mbps	\$312.00	\$0.00
303260	200924508643	201 W. Colfax Ave., Flr.1, Denver, CO 80202	Wavelength Local Access - CenturyLink Provided	60	10G	\$312.00	\$0.00
303317	200924533284	8500 Pena Blvd., Rm 6843, Denver, CO 80249	Wavelength Local Access - CenturyLink Provided	60	10G	\$312.00	\$0.00

2. **On-Net CenturyLink Provided Access Install NRC Discount.** Install NRCs specified above for 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.

3. Future Locations.

NPA/NXX	Loop Tracking ID / CAR	Service Address	Type of Local Access	Service Term (in months)	Circuit Speed	Local Access Net Rate MRC	Install NRC*
tbd	tbd	Future On-Net location	ELA Native	60	10 Mbps	\$151.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	20 Mbps	\$158.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	30 Mbps	\$157.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	50 Mbps	\$171.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	Fast E - 100 Mbps	\$166.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	GigE - 100 Mbps	\$166.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	200 Mbps	\$172.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	300 Mbps	\$160.00	\$0.00

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tbd	tbd	Future On-Net location	ELA Native	60	500 Mbps	\$256.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	600 Mbps	\$287.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	800 Mbps	\$300.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	GigE - 1000 Mbps	\$312.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	10G - 1000 Mbps	\$312.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	2000 Mbps	\$312.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	3000 Mbps	\$471.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	4000 Mbps	\$470.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	5000 Mbps	\$312.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	6000 Mbps	\$311.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	7000 Mbps	\$315.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	8000 Mbps	\$315.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	9000 Mbps	\$305.00	\$0.00
tbd	tbd	Future On-Net location	ELA Native	60	10000 Mbps	\$312.00	\$0.00

*Pricing is for new On-Net locations only.

New sites that require fiber construction may have increased ICB rates.

Installation waived for On-Net locations.

CenturyLink will qualify future locations to determine if there are adequate facilities to provide requested Service. In the event that a location does not qualify, CenturyLink, at its sole discretion, may charge a Special Construction NRC or negotiate in good faith with Customer to find a mutually agreeable pricing solution outside the scope of the established pricing within the Agreement. Any additional Optional Features or diversity requirements will be subject to additional charges. Additional special construction, install, upgrade and CPE/equipment augment may have additional NRC(s). Pricing above applies if the location is On-Net and has fiber and equipment available. Additional Construction charges may be applied if these conditions are not met. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

CENTURYLINK® MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT

1. General. This Service Exhibit is applicable only where Customer orders CenturyLink® Managed Enterprise with Cisco Meraki ("MECM" or "Service") and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the "Agreement") and requires the Rental CPE Service Exhibit. By purchasing MECM, Customer agrees to all applicable terms and conditions set forth by the manufacturer or publisher including any end-user license agreement, warranties, and return material authorization policies. Specifically, Customer agrees to the non-negotiable, online End User License Agreement terms and conditions and any applicable supplemental license terms found at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html ("End User License Agreement"). All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order. In the event of a conflict, the terms of this Service Exhibit and the End User License Agreement will prevail over the terms of the Agreement.

2. Service Description. MECM provides monitoring and management of the Meraki portfolio of devices in Customer's network environment. The MECM devices establish logical connections across a physical Internet WAN connection. CenturyLink supports the Service via the password protected Meraki portal ("Portal").

2.1 Service Packages. MECM is available in one of two packages that each contain a fixed set of features. Pricing and charges are based upon the package selected by Customer, as more fully set forth in a valid signed CenturyLink issued quote or Pricing Attachment. The following are the two available package types.

(a) Device and Management Package. The Device and Management Package includes: an eligible Rental CPE device ("Device"), Standard Installation or Self Installation, Standard Implementation, Maintenance, Management of the Meraki Devices, Portal Access, and license rights as described in the End User License Agreement.

(b) Management Only Package. The Management Only Package includes Management and Maintenance of a Customer owned Meraki device ("Managed Device").

2.2 Devices. Devices are secure, managed solutions for Wi-Fi, analytics, SD-WAN, network switching, video surveillance, security, voice, and mobility management. CenturyLink offers the following categories of Devices from the Meraki portfolio:

(a) Wireless Access Points. Wireless Access Points are devices available for indoor and outdoor use to provide Customer with private wireless LAN and/or guest Wi-Fi access.

(b) Security Appliances. Security appliances provide firewall, universal threat management, and SD-WAN options that meet industry standards. Security appliances may either be provided at Customer's location or into a Customer provided cloud environment. The Z3 device series and the MX64W may be provided at an end user's residential address.

(c) Network Switches. Network switches provide POE ports for multiple devices with multiple port options that will support Customer's entire portfolio.

(d) Security Cameras. Security cameras allow for indoor and outdoor video monitoring with multiple mounting options.

2.3 Optional Features/Accessories. The following are optional accessories available with certain Devices for an additional MRC.

(a) Stacking Cables. Stacking Cables connect multiple Network Switches within the same physical rack at Customer's location. Stacking Cables are only available if Customer also purchases Network Switches.

(b) Fiber Transceivers. Fiber Transceivers allow for network signals to be transmitted using fiber optic technology. Fiber Transceivers are only available if Customer also purchases Network Switches or Security Appliances.

(c) Insight Manager. Insight Manager is an optional feature available only with Security Appliances for an additional MRC per Security Appliance, which allows Customer to monitor the performance of web applications on their network via the Portal.

(d) Antennas. Antennas are available as external devices to extend the coverage of Wireless Access Points. Antennas are only available if Customer also purchases Wireless Access Points.

2.4 Management. Network management ("Management") includes (a) 24x7x365 performance management by CenturyLink skilled operations engineers; (b) continuous network monitoring of Devices and Managed Devices and notification; (c) fault management and analysis to correct unusual operational behaviors; (d) patch management for all hardware and software and (e) on-site repair services including coordination with Meraki. If the Device or Managed Device is a WAN device, CenturyLink will also manage one network circuit associated with the WAN device.

2.5 Standard Implementation. Standard Implementation includes (a) responsibility for roll-out schedule, installation management, and project communication; (b) standard configuration of each device in the Portal that can be replicated for all networks; and (c) shipment of all equipment to the end-customer site location based on the deployment schedule.

2.6 Standard Installation. Service will be installed by CenturyLink or CenturyLink provided contractors. Standard Installation includes onsite installation of equipment, test and activation. Standard Installation also includes up to 300 ft. of cabling for each Wireless Access Point and Security Camera if required. Installation is only considered Standard Installation if: a) no lifts

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are required; (b) no firebreak penetrations are required; (c) customer provides heat maps and AP locations; (d) all ceilings are either drop or rafter constructed; and (e) all work is completed during normal business hours (8:00 AM to 5:00 PM) local time. As part of Standard Installation, a CenturyLink technician will be on Customer's premises for four hours. Customer may be responsible for completing any necessary work or for contracting a third party to do so. Customer agrees to allow CenturyLink access to Customer's premises at reasonable hours as necessary. Customer's authorized representative must be present during installation. If Customer misses a scheduled installation or tries to cancel a scheduled installation with less than one full business day prior notice, Customer will pay any charges assessed by CenturyLink for the missed appointment. CenturyLink reserves the right to cancel the applicable Service order if any scheduled installation has been cancelled, missed or rescheduled by Customer on two occasions. Customer is responsible for necessary preparations at its location(s) for delivery and installation of equipment and the installation and ongoing provision of Service, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the equipment or Service. Upon request, Customer will provide CenturyLink with accurate site and physical network diagrams or maps of a service location, including electrical and other utility service maps. If Customer requests subsequent installation-related visits from CenturyLink, Customer will pay any additional charges associated with the additional work.

2.7 Self-Installation. Customer will be responsible for installation of Devices and integration into the Customer's network. Customer is responsible for necessary preparations at its location(s) for delivery and installation of Devices including but not limited to: (a) ensuring that Customer's location has access to power and customer network connections; and (b) cabling, if required. Prior to the Devices being shipped, CenturyLink will pack the Devices and all accessories necessary for installation. CenturyLink will load standard configurations in the Portal for initial setup including SSIDs for internal and guest access. Customer will call into CenturyLink's Activations and Implementation support team (844-210-8826) when ready for service to be turned up. If Customer orders an MR33 device, Customer may order the self-install option. If Customer orders a Z3 series or MX64W device at an end user's residential address ("Residential Use"), self-installation is included. Customer acknowledges the Remote User Installation section below applies to all Residential Use and Customer must ensure it and its end users comply with all requirements listed in the Remote User Installation section.

2.8 Maintenance. Service maintenance will be conducted remotely through the Portal when CenturyLink receives an alarm notification or when Customer notifies the MECM operations center (844-210-8821). If CenturyLink determines a Device or Devices need to be replaced, the operations center will open a ticket through the Portal or contact Meraki directly to have a replacement Device shipped to the customer site if required in accordance with the return and replacement policy found at <https://meraki.cisco.com/support>. CenturyLink will dispatch a technician for replacement installation if required. If CenturyLink conducts maintenance due to service deficiencies or interruptions caused by Customer, CenturyLink will charge a one-time NRC of \$150 per hour for that maintenance.

2.9 Portal Access. Customer will have access to the Portal for reporting analytics and full visibility to their network with the option to change their Service configuration. CenturyLink will be able to perform ongoing configuration changes, and monitoring. Requests for configuration changes must be submitted by calling the MECM operations center. CenturyLink will exclusively maintain global administrative access to the Service at all times. CenturyLink will not be responsible for outages or security incidents that occur due to Customer changes or configuration.

2.10 Optional Additional Services.

Systems Manager. Systems Manager provides cloud-based, centralized enterprise mobility management via the Portal. Systems Manager also includes license rights as described in the End User License Agreement. Systems Manager is priced per end user device (i.e. laptop, mobile phone, tablet, etc.) enrolled in the service ("End User Device"). Certain software must be installed by Customer on the End User Device(s) Customer chooses to enroll. Depending on the type of End User Device, Customer will then be able to remotely perform actions such as accessing and deleting files, tracking location, enforcing policies, and installing and removing apps. Customer will have full access to manage the End User Device(s).

2.11 Additional Installation Services. If Customer's location requires additional installation support that falls outside of Standard Installation, as described above, Customer may purchase additional installation services for \$250 per hour per CenturyLink technician on Customer's premises. An Additional Materials Charge may apply if additional materials are required to install Services. If Customer does not approve of the Additional Hours and Additional Materials Charge after CenturyLink notifies Customer of the charges, the order for Service(s) will be deemed cancelled. Certain installations may require custom installation services. In that event, CenturyLink will notify Customer and Customer may separately purchase custom installation services from CenturyLink.

3. Customer Responsibilities.

3.1 Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations with respect to personally identifiable information, Customer traffic, or other sensitive information collected, stored, processed, sent or received by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from end users that the Customer Traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by CenturyLink or Cisco in accordance with this Service Exhibit and the End User License Agreement. In addition, Customer consents to CenturyLink's processing and use of information solely in connection with its performance of the services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in

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transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its 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.

3.2 Customer must notify CenturyLink of any move or relocation of Service.

3.3 Customer must have access to the public internet and Customer will be responsible for the underlying internet connection. Customer's internet connectivity must include an ethernet hand-off. If a Customer provided internet connection does not include an ethernet hand-off, a termination device for that hand-off will be required that supports an ethernet hand-off to Service.

3.4 Customer is responsible for sharing with CenturyLink all information that might impact the Service or CenturyLink's ability to provide the Service as soon as the changes or problems are discovered. This includes informing CenturyLink of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.

3.5 Customer is responsible for providing end-user support.

3.6 Customer is solely responsible for all equipment and other facilities used with the Service which are not provided by CenturyLink.

3.7 Customer is responsible for providing CenturyLink with a person, group of people, or help desk to serve as the central point of contact for all information exchanged with CenturyLink necessary to troubleshoot or facilitate the Service ("POC"). The POC should be available 24 hours a day. The POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the workday or after hours. The POC must be available during any remote installation process. CenturyLink is not responsible for damages that may be incurred because the POC is unreachable. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform support.

3.8 Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

3.9 Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities.

3.10 Customer must have an internet connection with an internet path from Customer to CenturyLink for network management and control purposes. Customer's environment must meet certain performance specifications designated by Meraki. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users, or failures or malfunctions in the Customer's environment. If CenturyLink determines that Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location. In this event, no MECM Cancellation Charges will be imposed. Customer must provide all information necessary for CenturyLink to manage the Service, including but not limited to Customer's Internet provider name, service desk number, and circuit IDs.

3.11 Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support.

3.12 For the Management-Only Package.

(a) Customer is required to maintain the associated Meraki license for the Managed Devices and maintain the software within one version of the current release.

(b) Customer is required to inform CenturyLink of the type of Meraki licenses owned in association with the Managed Devices, as well as any other information requested by CenturyLink in relation to Customer-owned Meraki licenses.

(c) Customer must execute a Letter of Agency with Meraki for the purposes of facilitating management services and provide a copy of the Letter of Agency to CenturyLink.

3.13 For the Device and Management Package.

(a) Customer will provide CenturyLink with adequate space (e.g., an equipment closet) and appropriate access to Customer's designated locations. CenturyLink will provide instructions to Customer for use of the Service.

(b) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of Service.

(c) Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

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- 4. Consent to Access and Use Customer Information.** Customer acknowledges that the Service enables the collection, use, storage and sharing of Customer traffic, which may include personal and usage information, and that CenturyLink may have access to such information in connection with managing the Services. Customer authorizes CenturyLink, Cisco, or other authorized vendors to access and use such information for purposes of providing the Services and as otherwise described in this Service Exhibit and the End User License Agreement.
- 5. Data Compilation.** Customer authorizes CenturyLink or its authorized vendor to use of inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. CenturyLink may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain event log data for as long as necessary or useful for its uses consistent with this Service Exhibit. CenturyLink has no obligation to provide log data to Customer.
- 6. Remote User Installation.** Customer acknowledges and agrees that improper installation by its users on their home or personal networks could result in exposure of all personal Internet traffic for all users of such personal network to Customer, CenturyLink and Cisco in the course of configuring, providing and supporting the Service. CenturyLink has taken reasonable steps to prevent such improper installation, including Warning language in the user instructions, enabling only the correct connection port, and an activation step designed to validate proper installation. Notwithstanding anything else in the Agreement to the contrary, Customer represents and warrants that it will: (i) provide all required and appropriate disclosures to its users of the Service and obtain all required and appropriate voluntary and fully informed consents; (ii) immediately notify CenturyLink if it becomes aware of any improper installation by a user that enables access to any content on a user's network other than the intended work-related content; (iii) in the event Customer does have access to any content on a user's network other than the intended work-related content, not use such access to view, monitor, collect, or store any content or Internet usage other than its user's work-related content; and (iv) appropriately train its relevant personnel on the risks associated with improper installation of the Service and the terms of this Section. Customer agrees to defend, indemnify and hold CenturyLink harmless from and against any claims, costs, damages, or liabilities arising from or relating to Customer's breach of an obligation in this Section.
- 7. Excluded Services.** CenturyLink is not responsible for any services, systems, software or equipment Customer uses with Service. CenturyLink will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers).
- 8. Charges.** Customer must pay all applicable MRCs and NRCs set forth on a valid signed CenturyLink-issued quote or Pricing Attachment. The rates set forth on the quote or Pricing Attachment will be used to calculate Contributory Charges. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.
- 9. Term; Cancellation.** Customer must purchase each Service for a specific term for the particular Service ordered (each, a "Service Term"). The Service Term for each Service Package is set forth on a valid signed CenturyLink-issued quote, Order, or pricing attachment. The Service Term for each Service Package will begin, and charges will commence within five days after the date CenturyLink notifies Customer that the Service Package is provisioned and ready for use ("Service Commencement Date"). The minimum Service Term for a Service Package is 36 months. The Service Term for each new Systems Manager instance will begin and charges will commence once the End User Device is enrolled. Despite anything to the contrary on the signed quote or Pricing Attachment, the Service Term for each Systems Manager instance is 36 months. After the Service Term, Service will renew for a period of 12 months, unless mutually agreed to by both parties in writing, for additional period(s). If the Agreement, or any Service provisioned under this Service Exhibit, is cancelled prior to the expiration of the applicable Service Term for reasons other than by Customer for cause, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) 100% of the applicable MRCs, multiplied by the number of months remaining in the first 12 months of the Service Term, if any, plus (b) 75% of the applicable MRCs, multiplied by the number of months remaining to complete the Service Term, if any; and (c) the amount of any NRCs/installation charges that CenturyLink discounted or waived. Customer remains responsible for all accrued and unpaid charges, including but not limited to Installation NRCs, for the cancelled Service provided through the effective date of such cancellation. The Term and Cancellation Charge defined herein will apply in lieu of any minimum service term and cancellation charges defined in the Rental CPE Service Exhibit, except that the charge in the Equipment section that applies if Customer fails to return equipment to CenturyLink will also apply.
- 9.1 Cancellation Before the Service Commencement Date.** If cancellation occurs before the Service Commencement Date, Customer will pay (a) one month's MRC; (b) any NRCs identified in the attached or subsequently signed quote and (b) any unpaid charges incurred by CenturyLink or any third-party and agreed upon by Customer, including but not limited to construction costs, necessary for Service delivery.
- 10. Moves.** Customer may move Devices to another Customer location if at least 12 months remain in the Service Term. Customer will be responsible for any additional relocation costs as a result of the move. Customer must submit notice of the move, and any other requested information relative to the new Customer location, to CenturyLink at least 30 days before the requested move date.
- 11. Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure

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that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

12. AUP. All use of the Services will comply with the AUP, posted at: <http://www.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. 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.

13. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by CenturyLink. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with MECM, or that use common network features, have appropriate security controls. Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

14. Resale Restriction. Customer warrants: a) Service is for its own use; b) it will not resell the Service in whole or in part, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law; c) it will not otherwise transfer the Service to any other person or entity except, as applicable, an end user and d) it will not in any way offer third party access to the Service, other than to its end users, even if it adds features or functions to the Service or combines the Service with another service.

15. SLA. MECM is subject to the CenturyLink Managed Enterprise with Cisco Meraki SLA. The SLA is located at <http://www.centurylink.com/legal> and is subject to change.

16. E-Mail Notification/Updates. Customer 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. Customer further agrees to provide CenturyLink with any change to its e-mail address.

17. Other Terms.

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

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

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

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

17.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink No Renew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

17.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting

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on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

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

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

17.8 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

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COMPREHENSIVE MANAGEMENT

**LIMITED LETTER OF AGENCY
between
CITY & COUNTY OF DENVER - CO ("Customer")
and
CenturyLink**

This limited letter of agency ("LOA") hereby authorizes CenturyLink, any CenturyLink affiliate or third party provider 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 Managed Enterprise with Cisco Meraki ("Service"). 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 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.

City and County of Denver, Colorado

Authorized Signature

Name Typed or Printed

Title

Date

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

1. General. This Service Schedule is applicable to Managed UC&C Cloud Services (the “Services”). “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing services under this Service Schedule. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen’s standard Master Service Agreement (the “Agreement”). When Service is used to support Customer’s Microsoft Teams Tenant, as the term “Tenant” is defined in the Definitions section below, Service may also be referred to as “Lumen Solutions for Microsoft Teams” in Orders, invoices and other documents. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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

2. Service. The Service is a managed solution to support Customer’s Tenant utilizing one or more hosted, managed virtual cloud-based Session Border Controllers (“SBCs”) on the HALO™ platform and integration of Customer’s PSTN Connectivity (defined below) and users with Customer’s Tenant via connectivity established when Customer’s SIP Trunks are routed and connected to Customer’s Tenant via the hosted virtual cloud SBCs included in the Service. Service is provided within a shared virtual environment on the HALO™ platform in the Lumen cloud and can be configured and provided in a single or multiple Lumen designated data centers. For avoidance of doubt Customer’s Tenant and PSTN Connectivity are not included as part of the Service.

2.1 Planning and Design:

- **Project set up**
- **Technical overview (preliminary requirement and solution alignment)**
- **Technical assessment of customer environment**
- **Verification of customer requirements and data gathering of customer information**
- **Initial verification of planned solution.**

2.2 Implementation:

- **Configuration of SIP routing directly to Customer Tenant**
- **Connection of SIP Trunking into the virtual cloud-based SBCs on the HALO platform**
- **Customer Tenant initial configurations (Customer’s Tenant profile)**
- **Phone number assignment to user, phone or application and association with license**
- **Dial plan set up**
- **Directory integration e.g., Active Directory or Identity & Access LDAP**

2.3 Management:

- **Management of virtual cloud-based SBCs on the HALO platform**
- **Help Desk (24-hour incident management)**

2.4 Optional Features.

2.4.1 Unify Square PowerSuite. PowerSuite is a unified communications and collaboration (“UC&C”) reporting solution that provides the Customer with reports using metadata gathered from the Customer Tenant, the Service and SIP call data. Reports and dashboards include: Usage and Adoption Overview; Number Management; Executive Dashboard; Call Statistics; Call Reporting; Help Desk, Overview Reports; User satisfaction surveys, notifications data collection and overviews; Service Health overviews; Operational Dashboard overview; Monitoring dashboard. Lumen grants to Customer the non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the software, solely to the extent required to use the PowerSuite solution for the Service Term.

2.4.2 Anywhere 365. Anywhere 365 is a customer contact center and enterprise dialogue management platform integrated into Microsoft Teams and Customer’s back-office services (eg. CRM). Lumen grants to Customer the non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the platform, solely to the extent required to use the Anywhere 365 solution for the Service Term.

2.4.3 Tenant Management. Tenant Management is the on-going support of implemented UC&C services for Customer’s required changes to users, numbers, licenses areas within UC&C service application (in Customer’s Tenant) including:

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

- **Add / modify dial plans**
- **Online voice policies management**
- **Online voice routes management**
- **SBC routing management**
- **Management of available dashboards to access, monitor and troubleshoot Tenant's call quality**
- **Management of available call analytics to access to user profile pages for troubleshooting calls**
- **Ongoing number management (addition and removal of users, DID/DDIs, modification of dial plans at Customer direction).**
- **If Customer wishes to activate the Tenant Management feature, Customer must provide Lumen with the necessary role-based access to Customer's Tenant.**

2.5 Service Orders. Services ordered by Customer, charges for the Services, ancillary features and services, and the Service Term will be set out in the Order. Notwithstanding anything to the contrary in the Agreement, Lumen will notify Customer of acceptance of requested Service in the Order by the earlier of delivery (in writing or electronically) of a notice of acceptance or delivery of the Service.

2.6 Term. The Service Term for the Services will be set forth in the Customer Order and commence on the Service Commencement Date as defined in the Agreement. Service will terminate at the end of the Service Term unless renewed via an Order.

2.7 Service Objectives and Service Levels.

The following Service Levels apply only if Customer is the end-user of the Services. Service Levels do not apply to Excused Outages.

2.7.1 Availability Service Objective. The Availability Service Objective for the Services is 99.9%. Services are considered "Unavailable" in the event of a Priority Level 1 incident (defined below). Availability is calculated over three (3) month periods by taking the total accumulated Services cover time, less the accumulated Unavailability and dividing it by the total accumulated Services cover time. The Availability Service Objective applies only to the HALO™ platform and the virtual SBC. The Availability Service objective does not apply to the internet, Customer's PSTN Connectivity, Network Connectivity, Customer Infrastructure, Unify Square PowerSuite, Anywhere 365, Tenant Management or component outside of the Service. Lumen will endeavor to meet the Availability Service Objective, but Lumen and its vendors will have no liability whatsoever for failure to meet the Availability Service Objective.

2.7.2 Incident Service Restoration Service Level. Time to restore will be measured from the time Customer opens a trouble ticket with Lumen until the affected Services are restored. Lumen will respond to incidents with an acknowledgement to Customer within 30 minutes from the time the trouble ticket is opened and restore Services within the following schedule:

Severity	Restore
Priority Level 1	4 Hours
Priority Level 2	8 Hours
Priority Level 3	20 Working Hours
Priority Level 4	40 Working Hours

"Working Days" – means Monday to Fridays (inclusive) only and exclusive of Regional bank and public holidays.

"Working Hours" – means 08.00 to 18.00 (inclusive) on Working Days.

"Region" means that country or countries where the Service is being provided. "Regional" will be construed accordingly.

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

Severity	Incident Examples
Priority Level 1 – Critical Business Disruption	A critical incident is occurring, and all users within the Customer Organization are unable to use the Managed UC&C Cloud Services. OR There is a total loss of any of the following across an entire Customer Organization or Customer Site; <div style="margin-left: 40px;"> 34. Cloud-based SBCs on the HALO™ Platform 35. Call Recording (Anywhere365) Contact Centre (Anywhere365) </div>
Priority Level 2 – Major Business Disruption	Major Incident is occurring, and the Customer Organization or Customer Site is experiencing the total loss of a Key Feature
Priority Level 3 – Minor Business Disruption	Minor Incident is occurring, and the Customer Organization or Customer Site is experiencing; <div style="margin-left: 40px;"> 36. Loss of a non-Key Feature of the Service 37. Disruption to a Key Feature. 38. Disruption to the Cloud-based SBCs on the HALO™ Platform </div>

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

Severity	Incident Examples
Priority Level 4 – Low Business Disruption	There is a loss or disruption to any of the Services that is impacting individual users.

“Customer Site” means a single geographical location where the Services are deployed.

“Customer Organization” is all Customer Sites.

“Key Feature” means:

- **Anywhere 365**
- **Unify Square PowerSuite**

A) Incident Service Restoration Service Credits. Lumen does not provide any Service Level credits for the Tenant Management, Anywhere 365 and Unify Square PowerSuite features or any functionality beyond the scope of Service including but not limited to Customer’s Tenant, the internet, Customer’s PSTN Connectivity, Network Connectivity and Customer Infrastructure. If Customer reports a minimum of 10 incidents during the three-month period commencing with the first full billing cycle or any succeeding three-month period thereafter and Services are not restored within the time limits set forth in the above table for reasons other than an Excused Outage, Customer will be entitled to a service credit calculated as a percentage of three (3) months’ worth of the monthly recurring charges. Service credits are based on the cumulative percentage of incidents which Lumen restored within the applicable time limits over a three (3) month period as set forth in the following table.

Percentage of Incidents restored within the applicable time limits in any three (3) month period	Service Credits as a Percentage of three (3) months of Monthly Recurring Charges
≥ 97%	0
< 97% but ≥ 96%	0.75%
< 96% but ≥ 95%	1.75%
< 95% but ≥ 90%	2.75%
< 90%	4.75%

B) Credit Limitations. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit. Credits are not applied to governmental fees, taxes, surcharges and similar additional charges.

3. Customer Responsibilities and Authorizations.

3.1 Customer must separately purchase licenses for the Service supported Tenant for use with the Service.

3.2 PSTN Connectivity. Customer must separately purchase connectivity to the Public Switched Telephone Network (“PSTN Connectivity”) for use with the Service. The charges for PSTN Connectivity are not included in the Service charges. PSTN Connectivity must be provided in the form of SIP Trunks and may be purchased from Lumen or a third-party service provider (“PSTN Service Provider”).

3.3 Network Connectivity. Network connectivity is not part of the Service, Customer must separately purchase sufficient network connectivity to use with the Service. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service (“QoS”), Customer may experience call quality issues. Customer acknowledges that the only way to resolve quality issues related to connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

3.4 Customer Infrastructure and Customer Tenant. Customer is responsible for their network infrastructure that must be integrated with Customer Tenant or used in conjunction with the Service including but not limited to Customer’s “Active Directory” or Identity and Access LDAP, local area network and personal computer environments. Service does not include any remedial work to prepare Customer’s infrastructure for integration or use with the Service and any required work will be Customer’s responsibility. Customer will provide Lumen with administrative access to Customer’s Tenant as necessary for Lumen to provide and test the Service and features.

3.5 Customer Support Desk. Customer will provide a support desk function to its end users of the Services. Before reporting any faults, Customer’s support desk will complete all initial troubleshooting to ensure the problem is not related to equipment or services not within the scope of the Services. Such troubleshooting will include, but is not limited to, assessing the applicable devices and operating systems, peripheral devices, any firewall configuration and connectivity not provided or managed by Lumen. If Customer’s support desk determines the fault is related to the Services, the Customer must report the fault by entering a ticket with the Lumen Help Desk.

3.6 Recording. Certain features allow users to record the contents of communications. Many states’ laws prohibit recording the content of communications unless the individual recording the communication provides notice to, and obtains the consent of, all of the participants to the communication. It is the users’ responsibility to obtain participants’ consent to recording as required by applicable laws. Customer will defend, indemnify and hold Lumen harmless from any claim, liability or loss arising in connection with Customer or Customer’s users’ failure to obtain consent of any participant of a call.

3.7 Access to Emergency Response Services.

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE



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

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

3.7.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Customer's PSTN Service Provider (the "Registered Location") Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

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

3.7.2 Limitation of Liability. LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION IF LUMEN IS CUSTOMER'S PSTN SERVICE PROVIDER); AND (ii) CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

3.8 Charges. The charges for the Services are comprised of a non-recurring charge ("NRC") and monthly recurring charges ("MRCs") calculated on a per user basis as set out in the relevant Customer Order. Additional monthly recurring charges or non-recurring charges also may apply to additional services, optional features from Lumen. Charges are due and payable in accordance with the Agreement and will be set out in the Customer Order. The charges for other Lumen services purchased in conjunction with the Services will be set forth in the relevant rate sheet or Customer Order as described in the applicable the Service Schedule.

3.9 Cancellation and Termination. This section applies in lieu of any other provision regarding cancellation and termination charges within the Agreement that may otherwise apply to the Service.

3.9.1 Customer may cancel an Order (or a portion of an Order) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to (i) the sum of all charges incurred by Lumen as a result of the cancellation including but not limited to any third party cancellation or termination charges for the cancelled Service; (ii) all non-recurring charges and (iii) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

3.9.2 Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Lumen. If Customer does so, Customer will pay Lumen a termination charge equal to the sum of (i) any outstanding amounts for Services already provided; (ii) 100% of any recurring charges which would have been charged for the remainder of the Service Term; and (iii) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

any out-of-pocket costs of construction to the extent such construction was undertaken to provide the Service. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

3.10 Customer Warranty and Indemnity.

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

3.10.2 Indemnity. Customer will indemnify, defend and hold Lumen, its directors, officers, and employees harmless from any loss, damage, expense or liability related to any actual or alleged third party claim including reasonable attorney's fees, arising from or relating to Customer's violation or alleged violation of Section 3.10.1 above or from any content or services provided or delivered by or for Customer in connection with the Services.

3.11 HIPAA. The parties acknowledge and agree that the Service does not maintain, store, or access Protected Health Information or similar sensitive data and instead operates as a 'mere conduit' service, and therefore is not subject to HIPAA compliance. The foregoing will not be interpreted to limit or change any compliance obligations, including HIPAA and Business Associate requirements, with regard to other services or platforms with which the Service connects.

3.12 The Customer will provide Lumen with all necessary co-operation, information and support in a timely fashion that may reasonably be required by Lumen for the performance of the Services.

4. Additional Service Limitations and Disclaimers.

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

4.2 Customer will not sell, license, lease, rent, loan, lend, transmit, network, or otherwise distribute or transfer the Services and/or Documentation in any manner to third parties.

4.3 Intellectual Property; Software.

A) Lumen, its supplier or supplier's licensor is the owner or licensee of all intellectual property rights forming part of the Services and Documentation (including the trademarks, trade names or service marks of the Supplier or its licensor (the "Marks")). Except as expressly set forth in this Schedule, nothing in this Schedule or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by Lumen, its suppliers or its licensors. Nothing in this schedule or any licence granted pursuant to this schedule will be construed to convey or transfer any ownership or proprietary interest in any intellectual property rights forming part of the Services, Documentation, or the Marks to the Customer or any third party

B) For the Term of the Service reflected in the Order, Lumen grants to Customer a perpetual non-exclusive, irrevocable, royalty free license to use, copy and publish (electronically and in hard copy formats) the descriptions of the Services and utilize Documentation solely to the extent necessary to utilize the Services; provided however, Customer will treat the Documentation as "confidential" pursuant to the terms of the Agreement.

C) Software. Customer agrees that any third party software or access to third party software including any corresponding Documentation, provided to Customer by Lumen or its suppliers in connection with the Service will be used strictly in accordance with all applicable licensing terms and conditions. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. With regard to any software provided as part of or in association with the Services, Customer agrees not to: (i) copy or permit any software associated with the Services to be copied; (ii) remove copyright or confidentiality notices contained thereon; (iii) amend, enhance, modify, merge adapt or translate the software; or (iv) disassemble, decompile or reverse engineer any software. Any software (including related Documentation) that may be provided by Lumen or its third party licensors to Customer may only be used by Customer in connection with the Services. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable with respect to any such software.

4.4 Customer Data. Customer will comply with applicable law regarding data processing and data transfers across jurisdictions. With respect to any personal data or information, Customer is solely responsible for: (i) ensuring the lawful basis of such processing; and (ii) notifying any end user that Customer has provided such end user's personal data to Lumen and its suppliers (if applicable) for the purposes of allowing Lumen and its suppliers to use, store, process and transfer personal data or content to the extent necessary to provide the Service. The parties acknowledge that it may be necessary to provide each other with certain personal data necessary for the performance of each party's obligations under this Service Schedule, namely business contact information. The parties agree that each is a data controller in its own right with respect to any such personal data exchanged under this Service Schedule and each will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws. Any personal data exchanged under this Service Schedule will be limited solely to the extent necessary for the parties (and applicable vendors) to perform their obligations or exercise their rights under this Service Schedule and in connection with the performance of the Services in locations worldwide to support the provision of the Service.

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

4.5 Additional Limitation of Liability. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total MRCs and NRCs paid or payable to Lumen for the affected Services in the three (3) months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

5. Definitions.

"Documentation means any means descriptions of the Services, technical specifications, user manuals, operating manuals, process definitions, reports or other documentation prepared by Lumen or its suppliers and provided to Customer.

"Excused Outage" means any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not provided as part of the Service; (c) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (d) Lumen's termination of Service for cause or Customer's use of Service in an unauthorized or unlawful manner; (e) improper or inaccurate specifications provided by Customer; (f) intentional shutdowns due to emergency intervention during security related incidents; (g) Customer-initiated changes to the network environment or architectures; and (h) force majeure events.

"Tenant" means Customer's cloud based, service provider unified communications and collaboration application.

"Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority.



Document No. DOC-0000991032
Scenario: SM10074064

Customer Information and Contract Specifications

Customer Name: CITY & COUNTY OF DENVER - CO
Account Number: 3-A86346

Currency: USD
Monthly Recurring Charges (MRC): \$2,080.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
201 W COLFAX AVE DENVER COLORADO 80202 5329 UNITED STATES	Managed SBC	New	36	1000	\$2.08		\$2,080.00	
	Subtotal						\$2,080.00	\$0.00
	Totals						\$2,080.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Notwithstanding any statements to the contrary, this Order is not confidential and is subject to the applicable state or municipal public records laws governing Customer. This Order is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
 2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
 3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
 4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.
- Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees.
5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
 6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
 7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.
 8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.
 9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.
 10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.
 11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

Additional Order Terms

Pricing Availability

Pricing for Services contained in the 'Managed UC&C Cloud Services' Service Schedule is valid for 45 days from the date indicated.

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Emergency Services Acknowledgement

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE



Document No. DOC-0000991041
Scenario: SM10074076

Customer Information and Contract Specifications

Customer Name: CITY & COUNTY OF DENVER - CO
Account Number: 3-A86346

Currency: USD
Monthly Recurring Charges (MRC): \$1,820.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
201 W COLFAX AVE DENVER COLORADO 80202 5329 UNITED STATES	Lumen Solutions for Microsoft Teams	New	36	1000	\$0.00		\$0.00	
	Advanced Reporting Services			1000	\$1.82		\$1,820.00	
	Subtotal						\$1,820.00	\$0.00
	Totals						\$1,820.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Notwithstanding any statements to the contrary, this Order is not confidential and is subject to the applicable state or municipal public records laws governing Customer. This Order is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees.

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.
8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.
9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.
10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.
11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

Additional Order Terms

Pricing Availability

Pricing for Services contained in the 'Managed UC&C Cloud Services' Service Schedule is valid for 45 days from the date indicated.

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Emergency Services Acknowledgement

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HV1QSIP/911advisory.pdf>



Document No. DOC-0000991046
Scenario: SM10074079

Customer Information and Contract Specifications

Customer Name: CITY & COUNTY OF DENVER - CO
Account Number: 3-A86346

Currency: USD
Monthly Recurring Charges (MRC): \$1,640.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
201 W COLFAX AVE DENVER COLORADO 80202 5329 UNITED STATES	Lumen Solutions for Microsoft Teams	New	36	1000	\$0.00		\$0.00	
	PSTN Tenant Management			1000	\$1.64		\$1,640.00	
	Subtotal						\$1,640.00	\$0.00
	Totals						\$1,640.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Notwithstanding any statements to the contrary, this Order is not confidential and is subject to the applicable state or municipal public records laws governing Customer. This Order is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
 2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendor or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
 3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
 4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.
- Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees.
5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
 6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
 7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.
 8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.
 9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.
 10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.
 11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

Additional Order Terms

Pricing Availability

Pricing for Services contained in the 'Managed UC&C Cloud Services' Service Schedule is valid for 45 days from the date indicated.

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Emergency Services Acknowledgement

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>

DOMESTIC OPTICAL WAVELENGTH SERVICE EXHIBIT

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

"LATA" means Local Access and Transport Area, a geographic area established for telecommunications regulations.

"POP" means a CenturyLink designated point of presence at a location where direct interconnection between the CenturyLink network and the network of another carrier is possible.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/docs/QCC-Optical-Wavelength-Service-SLA.pdf>, which is subject to change.

"SONET" means synchronous optical network.

"Start of Service Date" means the date when billing begins for Service.

2. Service.

2.1 Description.

- (a) Service is a dedicated, bidirectional optical private line transport of Customer's digital traffic over the CenturyLink national network. Service provides a point-to-point circuit connection and is transparent to Ethernet, SONET, fiber channel, and optical transport network protocols. Subject to availability, Service is available in metro and long haul configurations. Long haul Service originates and terminates at CenturyLink POPs located in different LATAs, and metro Service is served by a single POP within a single LATA, or as otherwise permitted by the Federal Communications Commission. The determination of long haul or metro Service is solely the decision of CenturyLink. Service requires wavelength local access to connect Customer premises locations to the CenturyLink national or metro transport networks. Protection switching is offered as an optional feature for an additional charge and is subject to availability. Diverse routing of Service is available under separate contract for an additional charge. See Domestic Network Diversity Service Exhibit for details. Customer is required to have the CenturyLink Local Access Service Exhibit in conjunction with this Service Exhibit.
- (b) The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

2.2 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its traffic will be interstate traffic.

2.3 Provisioning of Service.

- (c) Upon acceptance of a valid quote, CenturyLink will notify Customer of its target date for the delivery of the Service ("Estimated Availability Date"). CenturyLink will use reasonable efforts to install the Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date will not be a default under this Exhibit. If CenturyLink fails to make the Service available after 60 calendar days of the Estimated Availability Date with respect to such Service, Customer's sole remedy will be to cancel the Order Form which pertains to such Service by giving CenturyLink 10 calendar days written notice prior to the Service's delivery to Customer by CenturyLink; provided however, for metro and long haul applications that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service.
- (d) Start of Service. Each Service will have a Start of Service date when billing begins, following a verbal (e.g. phone call) or electronic (e-mail) notification by CenturyLink that the Service is ready for Customer use. Customer has five calendar days following CenturyLink's ready notification in which to inform CenturyLink if the Service is acceptable. Start of Service Date will automatically commence on the fifth day following CenturyLink's ready notification to Customer, if: (i) Customer accepts Service, or (ii) fails to notify CenturyLink of Service defects (i.e. errors), and (iii) regardless of whether Customer placed traffic on the Service. Should Customer inform CenturyLink of Service defects within the five-day ready notification timeframe, then CenturyLink will promptly take necessary, reasonable action to correct the defects, and upon correction, notify Customer that the Service is ready for use.

3. Term; Cancellation.

3.1 Term. The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered under this Service Exhibit. Each Service ordered during the term will commence on the Start of Service Date and continue for the term specified in the Pricing Attachment ("Term"). Upon expiration of the Term, each Service will automatically renew for another Term, unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party.

DOMESTIC OPTICAL WAVELENGTH SERVICE EXHIBIT

3.3 Cancellation. If the Agreement or any Service ordered under this Service Exhibit is canceled by Customer prior to the expiration of the applicable Term for reasons other than for Cause, then Customer will pay to CenturyLink: (a) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (b) the amount of all nonrecurring charges that CenturyLink discounted or waived; (d) if prior to the Start of Service Date, costs incurred by CenturyLink up to the date of cancellation; and (e) a Cancellation Charge. The Cancellation Charge for a Service is equal to 100% of the MRCs for the unexpired portion of the first 12 months of the Term and 35% for the unexpired portion of the term beyond the first 12 months.

4. Charges. Customer will pay the rates on a accepted CenturyLink quote. Recurring charges will be invoiced by CenturyLink on a monthly basis in advance and nonrecurring charges will be invoiced 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 monthly recurring charge covering the period from the Start of Service Date (as defined in this Service Exhibit) to the first day of the subsequent month; and (b) the monthly recurring charge for the following month. On Customer's bill: (a) For metro only, the loop charge is bundled with the Service charge; and (b) For long haul, the loop charge will appear as a separate line item.

5. Other Terms.

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

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

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

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

5.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf.

RENTAL CPE SERVICE EXHIBIT

1. General; Definitions. Lumen will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the Lumen order request form issued and executed by Lumen and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any Lumen bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

2. Delivery and Return. CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. Lumen will provide Customer with return instructions. Customer will deliver CPE to Lumen in the same condition it was on the Effective Date, normal wear and tear excepted, and give Lumen written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and Lumen may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

3. Ownership and Use. Except as provided in Paragraph 2, CPE is the personal property of Lumen, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of Lumen. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by Lumen in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow Lumen the inspection of the CPE at any time. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen. Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due hereunder.

4. Software. Software licensor has retained title to the software. To the extent possible, Lumen grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

5. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

1. General; Definitions. Lumen will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the Lumen order request form issued and executed by Lumen and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any Lumen bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

2. Delivery and Return. CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. Lumen will provide Customer with return instructions. Customer will deliver CPE to Lumen in the same condition it was on the Effective Date, normal wear and tear excepted, and give Lumen written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and Lumen may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

3. Ownership and Use. Except as provided in Paragraph 2, CPE is the personal property of Lumen, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of Lumen. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by Lumen in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow Lumen the inspection of the CPE at any time. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty,

RENTAL CPE SERVICE EXHIBIT

destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen. Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due hereunder.

4. Software. Software licensor has retained title to the software. To the extent possible, Lumen grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

5. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

6. Charges. The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of Lumen's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). Lumen may cease providing Service and demand return of CPE if payment is not made when due.

7. CPE Replacement Recovery Charge. Where CPE rented from Lumen is replaced due to loss or damage not covered by maintenance as set forth in Section 9 below (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover Lumen's cost to ship the new CPE. If Customer requires on-site assistance from Lumen to install the replacement CPE, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

8. Term. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to Lumen: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

9. Installation, Maintenance and Safety Compliance. Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, the CPE Service Guide, or the Custom Solutions and Services Schedule, and are incorporated by reference, made a part of this Service Exhibit, and may be changed at any time. Customer is responsible for informing Lumen of the existence, location and condition of any Hazardous Substances that may be in or around the Lumen work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold Lumen harmless from any fines or other liability of Lumen arising from Customer's failure to inform Lumen of hazardous substances.

10. Additional Limitation of Liabilities. If CPE contains a firewall or other security features, Lumen makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by Lumen impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by Lumen; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

11. Miscellaneous. With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

12. Other Terms.

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

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

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause

RENTAL CPE SERVICE EXHIBIT

or by Lumen for Cause prior to conclusion of the applicable CPE Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by Lumen for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Lumen of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

12.5 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

LUMEN® SD-WAN SERVICE SCHEDULE

1. General. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule applies when Customer orders Lumen SD-WAN Service ("SD-WAN Service") which may be designated as "SD-WAN", "SD-WAN Premium", "Lumen SD-WAN with Cisco Meraki", "SD-WAN Meraki", "Lumen SD-WAN with Versa Networks" or "Hybrid-WAN Connectivity" in the Customer Order, pricing attachment, Order acceptance, service delivery, billing and related documents, and the associated Access Services as described in this Service Schedule (collectively, the "Services"). If Customer's Order reflects the Service as SD-WAN Premium, Customer's Service is Lumen SD-WAN with Versa Networks Service. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer (the "Agreement"). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Services.

1.1 Additional General Terms. These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

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

2. Services.

2.1 SD-WAN Service Description. SD-WAN Service allows Customer to securely route traffic over its various network connections between Customer's branch locations and to the internet based on configurations developed by Lumen and Customer. SD-WAN Service utilizes software either deployed on a Lumen-provided customer premise equipment ("CPE") appliance at Customer's data center or branch location ("SD-WAN Device") or into a Customer provided cloud environment ("Virtual SD-WAN"). The CPE associated with SD-WAN is provided on a rental basis as ("Rental CPE") or purchased by Customer for an NRC ("Purchased CPE"). Lumen or its supplier configures and ships the SD-WAN CPE to the Customer site. In some cases, repackaged or substitute CPE may be used. Lumen supports SD-WAN Service using diverse network controllers (collectively "Controller") or diverse cloud infrastructure and a password-protected management portal ("Management Portal").

2.2 Administration and Management. The SD-WAN Service is offered as a managed or co-managed service. Lumen will provide Customer with access credentials to remotely manage the SD-WAN Service through the Management Portal. Within the Management Portal, Customer may make network configuration changes such as routing and security policies on an as needed basis. Lumen resources are available 24x7 for support. Lumen is not responsible for outages or security incidents that occur due to Customer changes or configuration. If Customer utilizes Lumen management, Customer can submit up to 5 configuration changes per month per site. Lumen reserves the right to charge Customer \$275, or local currency equivalent, for each configuration request over that amount. Lumen or its supplier will maintain global administrative access to SD-WAN Service at all times and will maintain the root password for all functions. Lumen is not responsible for any services, systems, software, or equipment Customer uses with SD-WAN Service which are not provided by Lumen. Lumen will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers). If Customer's SD-WAN Service is deployed as Virtual SD-WAN, Lumen will not manage Customer's cloud environment.

The Management Portal also provides Customer with the following analytical information: (i) SD WAN Device status including health and reachability (ii) network activity (iii) network performance (iv) SD-WAN Device location (v) firmware summary (vii) alarm summary (viii) summary of recent events, (ix) application performance (x) services in use, and (xi) policy violations.

2.3 Adaptive Virtual Services. If Customer purchases Lumen SD-WAN with Versa Networks, Customer may choose a universal customer premises equipment device ("UCPE") as the SD-WAN CPE, subject to availability. Any references to "CPE" or "SD-WAN Device" in this schedule also include UCPE. If Customer orders a UCPE device, the SD-WAN Service will be provided through Lumen's Adaptive Virtual Services ("AVS") orchestration platform. The terms and conditions for AVS are available in the AVS Service Guide located at <http://www.lumen.com/service-guides> and subject to change.

2.4 Optional Security Upgrade. Customer may order Security Upgrade at an additional charge. Security Upgrade provides a set of firewall, web filtering, intrusion prevention and Log Collection features. Log Collection allows Customer to view log information and evaluate ongoing activities related to the Service. Unless Lumen agrees in writing to an extended retention period, Customer may only retrieve backed up logs for the prior 90 days.

LUMEN® SD-WAN SERVICE SCHEDULE

2.5 SD-WAN Service Additional Options. The Lumen SD-WAN with Versa Networks network Controllers are hosted within Lumen facilities, but can also be deployed as private infrastructure in a customer provided environment for an additional charge. SD-WAN CPE may be upgraded at additional charge. Subject to availability, Customer may order additional SD-WAN CPE without active software license(s) for sparing purposes ("Spare CPE") for an additional charge. Customer may order two SD-WAN Service packages at the same site to create a high-availability resilient network design ("High Availability Service"), where available.

Subject to availability, on-site installation and on-site maintenance may be ordered for the SD-WAN Device at an additional charge for each location. The on-site installation option will provide a Lumen technician at the customer premises to support the SD-WAN Device activation. The on-site maintenance option will provide a Lumen technician at the customer premises to support the replacement of an SD-WAN Device in the event of a device failure. If on-site installation or on-site maintenance are ordered, the technician will be on Customer's premises for up to three (3) hours per SD-WAN Device. If Lumen determines that additional time is needed, Customer will be charged an additional \$250 per hour per technician plus any charges associated with additional materials.

2.6 Lumen Procured Third Party Provided Broadband and Cellular Back-Up Service Descriptions. In conjunction with SD-WAN, Customer may purchase Lumen procured broadband access service and/or cellular back-up access service ("Access Services", "Delta Port Internet Connection", or "Wireless Backup Service" as applicable) if available. Broadband access service is an unsecure local internet broadband connection. Cellular back-up access service leverages third party cellular network connectivity and is established utilizing CPE (internal modem or an external enterprise-class cellular-to-Ethernet bridge) in a back-up only or failover situation. If Customer purchases Access Services, those services are subject to the terms of this Service Schedule. If Customer purchases Delta Port Internet Connection for broadband service or Wireless Backup Service for cellular back-up access service, Customer must order and contract for those services separately.

2.7 Additional Service Description Lumen SD-WAN with Cisco Meraki. The following terms apply for Lumen SD-WAN with Cisco Meraki:

- (i) If Customer adds secondary transport other than the embedded cellular access as part of the MX68CW at any site, Lumen will not be responsible to alarm on secondary transport.
- (ii) If Customer's CPE is a MX68CW appliance and Customer orders cellular access service, Lumen SD-WAN with Cisco Meraki Service includes Rapid Deploy. Rapid Deploy allows Customer to utilize a 5 GB cellular access service as temporary primary transport to the Lumen SD-WAN with Cisco Meraki Service ("Temporary Primary Transport") for 120 calendar days or the date the primary transport is available at the customer premises, whichever is earlier. Upon availability of the primary transport, the cellular access service may only be used as backup transport. The Temporary Primary Transport is offered on a best efforts basis and Lumen does not provide any service level credits for the Temporary Primary Transport.
- (iii) Purchased CPE and Spare CPE are not available for Lumen SD-WAN with Cisco Meraki. On-site installation is included with Lumen SD-WAN with Cisco Meraki Service. On-site maintenance is not available with Lumen SD-WAN with Cisco Meraki Service. The Optional Security Upgrade is included at no additional charge with Lumen SD-WAN with Cisco Meraki Service except that the Log Collection feature is not available. The co-management option described in 2.2 is only available for Lumen SD-WAN with Cisco Meraki with Lumen approval.

2.8 Special Terms for Access Services.

- (a) Lumen will use reasonable efforts to procure the Access Service type per Customer site as identified in the Order. However, Lumen does not commit that a certain access service type or technology will be available at a Customer site.
- (b) If the specific Access Service type set forth in an Order is not available, Lumen will so notify Customer and the Order for Access Services at that Customer site (and only that Customer site) will be cancelled (other Customer sites under such Order will not be impacted). Additionally, if the MRC or NRC must be increased and/or additional construction costs may apply, Lumen will request Customer confirmation of such costs, which confirmation may be provided via e-mail and will be binding on Customer. If Customer fails to provide such confirmation within 10 business days, the Order for Access Services at that specific Customer site will be deemed cancelled.
- (c) Lumen reserves the right to commence billing Customer, and Customer will pay for the Access Service MRCs, if and to the extent that (i) such access has been installed; (ii) Lumen is incurring charges from the supplier; and (iii) the remaining completion of service installation cannot occur due to Customer delay, inaction, or failure to perform the Customer obligations under this Service Schedule.
- (d) To the extent that suppliers of Access Service have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, Lumen expressly reserves the right to make corresponding changes with Customer for such services. Lumen will provide Customer with as much advanced notice as is reasonable, given the notification provided to Lumen from such supplier. In the event of a termination, Lumen and Customer will work together in good faith to agree upon and expediently procure another type of Access Service at such Customer site.
- (e) Stated speeds for access may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including but not limited to: physical layer line issues, overhead from encryption of network traffic, congestion within the public Internet, congestion within the underlying supplier access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet.

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(f) Modification or Termination of Access Services by Lumen. Lumen reserves the right to modify any features or functionalities of the Access Services upon 90 days prior notice to Customer. In the event that such modification materially affects the features or functionality of these services, then Customer, as its sole remedy, may cancel the affected cellular and/or broadband access service without termination liability, as long as Customer notifies Lumen in writing of such termination within 60 days of such notice from Lumen. Additionally, Lumen may upon written notice terminate the cellular and/or broadband access service at a site (either before or after Service delivery) if Lumen determines that the bandwidth and/or coverage is insufficient to support the service at such site. In such case, Lumen will notify Customer via e-mail of termination of service at such site and Customer will not pay for the cancelled Access Service at that location.

2.0 Service Levels. SD-WAN Service is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and usage charges (related to Access Services, if any) set forth in the Order, Lumen-issued quote, Order Form, or pricing attachment in accordance with the Agreement. The SD-WAN Service MRC includes the rental CPE MRCs which may be separately identified in invoices. Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer's failure to comply with this Service Schedule and/or Customer's request for changes in services, unless such change is due to an act or omission of Lumen. In the event that Customer terminates the SD-WAN Service and/or Access Service prior to the end of the Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay early termination liability as set forth in the Agreement.

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

3.2 SD-WAN Specific Responsibilities. Customer is responsible for providing design specifications, including authentication methods and user role information. Customer is solely responsible for all equipment and other facilities used with the Service which are not provided by Lumen. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each such contact (the "Customer Security Contacts"). Customer will ensure that Lumen is informed of any changes to the designation of, and contact details for, the Customer Security Contacts. Customer will ensure that at least one Customer Security Contact is available to be contacted by Lumen at any given time (24x7x365).

Unless Customer purchases on-site installation or on-site installation is included as part of Lumen SD-WAN with Cisco Meraki Service, Customer is responsible for installation of service and integration into Customer's network. Customer will ensure Lumen and its representatives have access to Customer sites for installation and maintenance (if purchased) and removal of equipment and Services as scheduled, including obtaining all landlord approvals or letters of agency. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable delivery of the Service and CPE.

Customer may not resell the Services and may use the Services only within Customer's sites. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information necessary to use the SD-WAN Service or associated Access Service. If Lumen determines that SD-WAN Service or Access Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the SD-WAN Service or Access Service, has no obligation to provide Service at that location. Customer must provide Lumen with 30 days notice before any move or relocation of SD-WAN Service. If Customer fails to so notify Lumen, Customer will not be entitled to any service level credits for any service deficiencies that occur as a result of the move or relocation of SD-WAN Service.

3.3 Use Restrictions. Customer will not use Services: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; or (iii) in violation of Lumen's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

If Customer orders Access Services, Customer will not use the cellular access service other than in back-up capacity or in the permissible temporary use as Temporary Primary Transport for Lumen SD-WAN with Cisco Meraki Service. Any other use of the cellular access service in a primary or non-back-up manner will give Lumen the right to immediately suspend such service and Customer will be liable to Lumen for any overage fees that may be charged to Lumen for use of the cellular access service beyond a failover. Lumen is not responsible, however, for monitoring for such usage by Customer. Without limitation to Lumen's other remedies under the Agreement, Lumen reserves the right to charge, and Customer agrees to pay, for any misuse of cellular access services or its components, and/or for such usage in excess of Lumen's established data pool for Customer, separately at the rates then charged to Lumen by the third party cellular provider. Additionally, if Lumen provides Customer notice of such use of which Lumen becomes aware, Lumen may terminate the cellular access service within 10 days of such notice if such use does not cease.

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3.4 Rental CPE Return or Replacement. Lumen will provide Customer with instructions on return of Rental CPE. Customer will either (i) deliver Rental CPE to Lumen or its supplier or (ii) provide Lumen or its supplier reasonable access to Customer's premises to retrieve the Rental CPE. Rental CPE must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver Rental CPE to Lumen, Customer must give Lumen written notice of such return. If Rental CPE is not delivered to Lumen within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Rental CPE and Lumen may invoice Customer the then-current value of the applicable Rental CPE model ("Replacement Cost"). If the return instructions provided to Customer state that Lumen or its supplier will retrieve the Rental CPE and Customer fails to provide Lumen with reasonable access to Customer's premises within ten (10) calendar days of termination, Lumen may continue to charge for the SD-WAN Service. Where Rental CPE is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged CPE, and (ii) a one-time charge to cover Lumen's cost to ship the new Rental CPE. If on-site maintenance is not available and Customer requires on-site assistance from Lumen to install the replacement CPE, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case.

3.5 Purchased CPE. All Purchased CPE sales are final. Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by Lumen, its agents or subcontractors. Lumen will invoice Customer for Purchased CPE when SD-WAN Service is installed. Until Customer pays Lumen in full for any Product, Customer (a) grants to Lumen a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes Lumen to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to Lumen. During the initial Service Term for the SD-WAN Service, Purchased CPE is eligible for the Managed Device Replacement Service Level in the Lumen Service Level Agreement. After the initial term, Purchased CPE is not eligible for the Managed Device Replacement Service Level but Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable CPE. Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of CPE; (b) a party to any agreement between Customer and a CPE manufacturer for services provided directly by the CPE manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a CPE manufacturer. Customer acknowledges that Lumen services are subject to export control and economic sanctions laws of the United States and other countries. Customer will not use services or move Purchased Equipment to a location in a country subject to comprehensive economic sanctions. If Customer violates this section, Lumen may, upon written notice to Customer, immediately terminate the affected Lumen services without liability to Lumen.

3.6 Privacy/Data Protection. Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer traffic, which may include personal information and usage data, and that Lumen and its underlying vendor may have access to such information in connection with providing and managing the Services. Customer authorizes Lumen and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and as otherwise described in this Service Schedule and any applicable end user agreement. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations, including those applicable to personally identifiable information, Customer traffic, or other sensitive information collected, stored, accessed, processed, or transmitted by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from employees, end users, contractors, or other users that the Customer traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by Lumen or its underlying vendor in accordance with this Service Schedule and any applicable end user agreement.

In addition, Customer consents to Lumen's processing and use of Customer traffic and personal information solely in connection with its performance of the Services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner.

3.7 Data Compilation. Customer authorizes Lumen or its underlying vendor to use inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. Lumen may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. Lumen may retain event log data for as long as necessary or useful for its uses consistent with this Service Schedule. Other than as contemplated in Section 2.4, Lumen has no obligation to provide log data to Customer.

3.8 Customer's Security Policies. Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that Lumen will implement security policies as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guarantee that the Services under this Service Schedule will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED THAT CONTENT WILL BE BLOCKED OR ALLOWED IN ACCORDANCE WITH CUSTOMER'S POLICIES OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS

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SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. If any equipment or software not provided by Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SD-WAN Service, or that use common network features, have appropriate security controls. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

3.9 Additional Customer Responsibilities for Lumen SD-WAN with Cisco Meraki. Customer agrees to all applicable terms and conditions set forth by the manufacturer or publisher including any end-user license agreement, warranties, and return material authorization policies. Specifically, Customer agrees to the non-negotiable, online End User License Agreement terms and conditions and any applicable supplemental license terms found at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html ("End User License Agreement"). Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support. Customer must have access to the public internet. If Customer adds non-Lumen transport with Lumen SD-WAN with Cisco Meraki Service at any site, Customer must ensure that the Customer provided transport is compatible with Lumen's existing networking infrastructure and equipment, including the SD-WAN CPE.

(i) Lumen SD-WAN with Cisco Meraki Bundles. If Lumen SD-WAN with Cisco Meraki is ordered in conjunction with Lumen provided transport as a bundle, these additional terms and conditions apply. Customer must order Lumen provided transport as set forth in the Order to be used in conjunction with the Lumen SD-WAN with Cisco Meraki Service. If either the Lumen SD-WAN with Cisco Meraki Service or the associated Lumen provided transport service is cancelled by Customer (before or after Lumen notifies Customer that the services are ready for use) or terminated pursuant to section 2.8, all Lumen SD-WAN with Cisco Meraki Service(s) and Lumen provided transport services at that location will be deemed cancelled. In this event, Customer will pay any applicable cancellation or termination charges unless the Lumen provided transport service is terminated pursuant to 2.8. If Customer adds non-Lumen transport with Lumen SD-WAN with Cisco Meraki Service at any site, Lumen will not be responsible to manage that transport.

(ii) Additional Charges Terms for Lumen SD-WAN with Cisco Meraki. If Customer orders Access Service(s) or MTU Access with Lumen SD-WAN with Cisco Meraki Service, the SD-WAN Service MRC also includes the Access Service(s) or MTU Access MRCs, as applicable, which may be separately identified in invoices. At the expiration of the Service Term, Lumen SD-WAN with Cisco Meraki Service will renew for consecutive 12-month periods at the existing rates, subject to adjustment by Lumen on 30 days' written notice before the beginning of the renewal period.

3.10 Ownership. For the SD-WAN Service, no license is conveyed nor is any right, title, or interest in any intellectual property or other proprietary right transferred to Customer. Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, disassemble, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party, its licensors, or suppliers. The software and all copyrights, patent rights, and all intellectual property rights related thereto are the sole and exclusive property of Lumen or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferable, personal, revocable (at Lumen's sole discretion), non-sublicensable, non-assignable right to access and/or use the software solely in association with the Service; provided, however, Customer will not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing will automatically result in termination of any license granted in this Service Schedule. Export restrictions must be followed for encryption technology. End user licenses cannot be transferred. Customer has the right to use the software until the expiration or termination of the applicable Service Term.

Rental CPE is the personal property of Lumen or its supplier. Notwithstanding that, the Rental CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the Rental CPE other than as provided in this Service Schedule and will hold the CPE subject and subordinate to the rights of Lumen or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of Rental CPE, (b) at its own expense, keep the Rental CPE free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the Rental CPE at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the Rental CPE to be repaired, serviced or otherwise attended to except by an authorized representative of Lumen or its supplier; and (e) make no alterations or affix any additions or attachments to the Rental CPE, except as approved by Lumen in writing.

Customer will not remove, alter, or destroy any words or labels on the Rental CPE and will allow Lumen or its supplier to inspect the Rental CPE at any time. Customer must use not less than a reasonable standard of care to store and protect Rental CPE and will be responsible for providing a safe and secure environment for the equipment in accordance with Lumen's specifications. Customer agrees to: (i) not alter or disconnect Rental CPE and (ii) notify Lumen as soon as Customer is aware of any circumstances that may adversely affect the Rental CPE or its operation. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the Rental CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen or its supplier. Customer will indemnify, defend, and hold harmless Lumen, its affiliates, and suppliers for any such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under this Service Schedule. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

3.11 Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required under this Service Schedule. The insurance

LUMEN® SD-WAN SERVICE SCHEDULE

coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where Rental CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined in this Service Schedule, then Customer must comply with the applicable higher value as required by law.

- (a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.
- (b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the Rental CPE, including Lumen or a third party provider designated by Lumen, as loss payee as their interests may appear.

Lumen, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by Lumen, subject to any and all indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to Lumen evidence of the insurance required in this Service Schedule.

3.12 Residential Use. Subject to Lumen prior approval, SD-WAN Service may be deployed at an end user's residential address ("Residential Use"). Customer understands that such Residential Use is an extension of Customer's SD-WAN Service and Customer is still responsible for compliance with the terms of this Service Schedule and the Agreement. Customer acknowledges and agrees that even if Service utilizes the end user's residential internet connection, the Service is solely intended to enable remote connections between Customer corporate networks and Customer-authorized, work-related devices. Customer further acknowledges and agrees that improper installation by its end users of personal devices to the Service could potentially result in exposure of personal material, content, or traffic for such personal devices to Customer, Lumen and its underlying vendors in the course of configuring, providing and supporting the Service. Notwithstanding anything else in the Agreement to the contrary, Customer will: (i) provide all required and appropriate disclosures to its users of the Service and obtain all required and appropriate voluntary and fully informed consents; (ii) clearly and effectively communicate to its users that the Service is only intended for remote working purposes, only authorized, work related devices may be connected to the Service, and the risks associated with the connection of any personal device to the Service; (iii) in the event Customer discovers that a personal or any other unauthorized, non-work related device has accessed the Service, take immediate steps to suspend or disable such access or device and not use such access to view, monitor, collect, or store any content, data, or usage from such device; and (iv) implement and maintain appropriate access controls to its corporate network such that only authorized employees and contractors with current login credentials may access the Service using only authorized devices. Customer agrees to defend, indemnify and hold Lumen harmless from and against any claims, costs, damages, or liabilities arising from or relating to Customer's breach of an obligation in this Section.

4. Reserved.

LUMEN® SD-WAN WITH VMWARE SERVICE SCHEDULE

1. General. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Schedule. This Service Schedule applies when Customer orders Lumen SD-WAN with VMware Service ("SD-WAN Service") which may be designated as Tailored Managed Network Service in the Order acceptance, service delivery, billing and related documents (collectively, the "Services"). In order to qualify for Service, Customer must also purchase, and execute a Statement of Work for Tailored Managed Network Service-Lumen SD-WAN with VMware Service ("Managed Service"). This Service Schedule incorporates the terms of the Custom Solutions and Services Schedule, applicable Tailored Managed Network Service-Lumen SD-WAN with VMware Service SOW, and the Master Service Agreement or other service agreement pursuant to which Lumen or an affiliate ("Lumen") provides services to Customer (the "Agreement"). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Services.

1.1 Additional General Terms. These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

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

2. Services.

2.1 SD-WAN Service Description. SD-WAN Service is a software-defined cloud networking service that allows Customer to securely route traffic over its various network connections between Customer's branch locations and to the internet based on configurations developed by Lumen and Customer. SD-WAN Service utilizes software provided on a network of gateways, software either deployed on an edge CPE device ("SD-WAN Device") at Customer's data center or branch location or into a Customer provided cloud environment ("Virtual SD-WAN"), and a network-connected orchestrator. The SD-WAN Device associated with SD-WAN is provided on a rental basis. Lumen or its supplier stages, configures, and ships the SD-WAN Device to the Customer site. In some cases, repackaged or substitute CPE may be used. Lumen supports SD-WAN Service using diverse cloud infrastructure and a password-protected management portal ("Management Portal").

SD-WAN Service is available in the following Software subscriptions: Standard, Enterprise, or Premium. The Standard service package provides hub and spoke connectivity and includes support for up to 50 branch locations, standard analytics which provide Customer with visibility into the overall health of its network, and Quality of Service (QoS). The Enterprise service package provides mesh topology and includes support for unlimited branch locations, multicast, and all features included in the Standard service package. The Premium service package includes support for unlimited branch locations, predictive analytics which evaluate past network performance in order to predict future outcomes and trends, and all features included in the Enterprise service package.

2.2 Administration and Management. The SD-WAN Service is offered as a managed service and Lumen will manage the SD-WAN Service as described in the applicable Tailored Managed Network Services-Lumen SD-WAN with VMware SOW. Lumen will also provide Customer with access credentials to remotely co-manage the SD-WAN Service through the Management Portal. Within the Management Portal, Customer may make network configuration changes such as routing and security policies on an as needed basis. Lumen resources are available 24x7 for support. Lumen is not responsible for outages or security incidents that occur due to Customer changes or configuration. Lumen or its supplier will maintain global administrative access to SD-WAN Service at all times and will maintain the root password for all functions. Lumen is not responsible for any services, systems, software, or equipment Customer uses with SD-WAN Service which are not provided by Lumen. Lumen will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers). If Customer's SD-WAN Service is Virtual SD-WAN, Lumen will not manage Customer's cloud environment.

The Management Portal also provides Customer with the following analytical information: (i) SD WAN Device status including health and reachability (ii) network activity (iii) network performance (iv) SD-WAN Device location (v) firmware summary (vii) alarm summary (viii) summary of recent events, (ix) application performance (x) services in use, and (xi) policy violations.

2.3 SD-WAN Service Additional Options. Customer may order two SD-WAN Service packages at the same site to create a high-availability resilient network design ("High Availability Service"), where available.

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2.4 Service Levels. SD-WAN Service is subject to the Service Level Agreement set forth in the applicable Tailored Managed Network Services-Lumen SD-WAN with VMware Service SOW.

3. Customer Responsibilities.

3.1 Charges. Customer will pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), set forth in the applicable Tailored Managed Network Services SOW. Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer's failure to comply with this Service Schedule and/or Customer's request for changes in services, unless such change is due to an act or omission of Lumen. In the event that Customer terminates the SD-WAN Service prior to the end of the Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay early termination liability as set forth in the applicable Tailored Managed Network Services -Lumen SD-WAN with VMware Service SOW.

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

3.2 SD-WAN Specific Responsibilities. Customer is responsible for providing design specifications, including authentication methods and user role information. Customer is solely responsible for all equipment and other facilities used with the Service which are not provided by Lumen or its supplier. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each such contact (the "Customer Security Contacts"). Customer will ensure that Lumen is informed of any changes to the designation of, and contact details for, the Customer Security Contacts. Customer will ensure that at least one Customer Security Contact is available to be contacted by Lumen at any given time (24x7x365).

Customer may not resell the Services and may use the Services only within Customer's sites. Customer may not allow any third party to use the SD-WAN Device and may only allow Lumen or its supplier to service the SD-WAN Device. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information necessary to use the SD-WAN Service. If Lumen determines that SD-WAN Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the SD-WAN Service, Lumen has no obligation to provide Service at that location. Customer must provide Lumen with 30 days notice before any move or relocation of SD-WAN Service. If Customer fails to so notify Lumen, Customer will not be entitled to any service level credits for any service deficiencies that occur as a result of the move or relocation of SD-WAN Service.

3.3 Use Restrictions. Customer will not use Services: (a) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (b) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; (c) to distribute spam or malware; (d) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service or any other service, device, data, account, or network; (e) in any way intended to work around the SD-WAN Device's technical limitations; (f) to disable or defeat any capacity-limiting feature of the Service or use the Service at a greater capacity rate than Customer has subscribed; (g) with any unsupported hardware or software; (h) for workloads or applications used to control or operate activities with a likelihood of injury or death, including but not limited to controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario where failure could lead to personal injury, death, or environmental damage; or (i) in violation of Lumen's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

3.4 Additional Privacy/Data Protection Terms. Customer consents to Lumen's processing and use of Customer traffic and personal information solely in connection with its performance of the Services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner.

3.5 Customer's Security Policies. Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that Lumen will implement security policies as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guarantee that the Services under this Service Schedule will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED THAT CONTENT WILL BE BLOCKED OR ALLOWED IN ACCORDANCE WITH CUSTOMER'S POLICIES OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. If any equipment or software not provided by Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or

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implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SD-WAN Service, or that use common network features, have appropriate security controls. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

3.6 Acknowledgment. Customer acknowledges that SD-WAN Service consists of third party provided components. If Lumen's underlying provider decides to (a) not continue to provide or renew the Service with Lumen and/or (b) modify or end of life a component(s), Lumen will use commercially reasonable efforts to migrate Customer to a comparable component or another Lumen service, at Lumen's discretion. Such migration will occur without regard to Customer's current term. Lumen and its affiliated companies will not be liable to Customer or indemnify Customer for any claims of infringement of patent, copyright or other intellectual property right related to third party software components.

4. Additional Limitations. Notwithstanding anything to the contrary in the Agreement, with respect to SD-WAN Service, no indemnification, security or data protection obligations, warranties, or representations apply. Lumen's suppliers have no liability of any kind under the Agreement. Customer may not bring a claim directly against any of Lumen's suppliers under the Agreement.

CENTURYLINKSM ADAPTIVE THREAT INTELLIGENCE SERVICE SERVICE SCHEDULE

1. Applicability. This Service Schedule is applicable only where Customer orders CenturyLinkSM Adaptive Threat Intelligence service ("Service") provided by CenturyLink or a CenturyLink affiliate ("CenturyLink"). Adaptive Threat Intelligence service may be designated as "TI", "TIS", "Threat Intelligence", "Adaptive Threat Intelligence", "ATI" or "Threat Intelligence Service", in Customer Orders, Order acceptance, service delivery, billing and related documents. This Service Schedule incorporates the terms of the Master Service Agreement or other CenturyLink approved services agreement under which CenturyLink provides Services to Customer (the "Agreement"). In the event of any conflict between the Service Schedule and the Agreement, the Service Schedule will govern and control.

2. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement or as commonly known in the industry.

"Event(s)" means the record of a data sample or other security abnormality indicating interaction between Customer's network and a known Malicious Entity detected by the Service or reported by Customer to the SOC.

"Excused Outage" shall also mean, for purposes of this Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the applicable Service Level, for (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications, the public Internet, or systems not owned or controlled by CenturyLink; (c) force majeure events; (d) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (e) the unavailability of required Customer personnel or the inability of CenturyLink to contact Customer related to the Service, including as a result of failure to provide CenturyLink with accurate, current contact information (including email) and an up to date escalation list; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and/or continuing to use the Service on an impaired basis; (h) Customer's failure to provide timely approvals and/or consents, including allowing CenturyLink to retune the Service as required for CenturyLink to provide the Service; (i) improper or inaccurate network specifications provided by Customer; or (j) Customer fails to fulfill any of its responsibilities or obligations as detailed in the Agreement, this Service Schedule and/or any other guidelines or policies applicable to the Service.

"Malicious Entity" is an internet protocol address(es) or network domain(s) associated with attempts to commit spam, fraud, hacking, denial of service, and other malicious or illegal activities.

"Portal" means the Service specific web-based portal to which Customer will have access in order to monitor Customer's traffic and view Events.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the Service. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, CenturyLink will: (a) provide Customer seven (7) days' prior written notice, (b) work with Customer to minimize such interruptions, and (c) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time where the Service is located on which such maintenance is performed. Emergency maintenance may be performed on less or no notice.

"Secure DNS" is a feature designed to block malicious communications or Malicious Entities based on criteria established by Customer. Blocked communications or Malicious Entities are redirected to a warning page for Customer review.

"Service Outage" means that the Portal is unavailable to Customer.

"Service Validation" is confirmation by CenturyLink that the Service is operational and ready for use by the Customer.

"SIEM" means the security information event management platform configured, operated and maintained by Customer.

"SIEM Notification" is an optional feature available with the Service that allows customers to receive log and security event data at Customer's designated infrastructure destination.

"SOC" means CenturyLink's security operations center that among other duties, monitors the CenturyLink network infrastructure and security services provided to CenturyLink customers. Any third party network service provided by Customer is not supported or monitored by the SOC and instead, Customer is responsible for setting up and streaming all logs to CenturyLink for ingestion.

"Suspension" means CenturyLink's suspension of the Service as permitted by this Service Schedule or as otherwise allowed under the Agreement.

3. Service Description.

3.1 The Adaptive Threat Intelligence Service identifies Customer traffic flow interacting with known Malicious Entities identified by either IP address or network domain. If Customer purchases Internet service from a third party, Customer is required to provide CenturyLink with the IP addresses in order for CenturyLink to monitor the traffic. The Service uses meta data in the following principal techniques to identify these interactions:

- Interactions automatically sensed from the CenturyLink Internet infrastructure via configured software installed on CenturyLink infrastructure
- DNS interactions for those customers who elect to use CenturyLink's Secure DNS feature (available with Premium Option)

CENTURYLINKSM ADAPTIVE THREAT INTELLIGENCE SERVICE SERVICE SCHEDULE

- Customer device logs (e.g. NetFlow, Firewall, DNS, etc.). Customer must elect to send logs to CenturyLink in order for CenturyLink to monitor them.

Customers that do not subscribe to CenturyLink Internet Services, elect not to use CenturyLink's DNS services, and elect not to send device logs to CenturyLink will derive limited benefit from the Service, as there will be limited visibility into interactions with potentially Malicious Entities.

3.2 The Service provides notification for Events on an advisory basis only. Due to the varying nature of malicious activity and the sampled network approach, CenturyLink cannot guarantee that all Malicious Entities will be identified, detected and/or alerted; nor does CenturyLink guarantee that all Events are actual security events. To increase the robustness of the Service, Customer should report to CenturyLink any Events not effectively detected by the Service and reported Events that were not actual security events. It is Customer's sole responsibility to review/investigate the reports and initiate action on the Event information. Customers with the Premium Option as further described below may request that SOC initiate blocking activity designed to prevent Event(s) or malicious communications. Customer acknowledges that CenturyLink is implementing actions at Customer's request and in accordance with Customer identified criteria and CenturyLink is not responsible for the effectiveness of the blocking.

3.3 The Service is available in two (2) software as a service options, which Customer will select upon ordering: (i) Enhanced Threat Intelligence Service ("Enhanced Option"), and (ii) Premium Threat Intelligence Service ("Premium Option").

Enhanced Option includes the following features:

- Monitoring of Customer's traffic as it passes through CenturyLink Internet infrastructure based on sampled network analysis
- Correlation of meta data against Malicious Entities utilizing CenturyLink proprietary analysis and threat information
- Correlation with Customer device logs that are transmitted to the ATI
- Near real-time forwarding of Events to the Portal
- Portal-based reporting utilizing Events
- Set number of hours (identified in the table below) of SOC support per service package tier, to obtain additional Event information, if available.

Service package tier (identified on the Order)	Hours of Support per month
Small	4
Medium	8
Large	12

Premium Option includes the following:

- All features included in the Enhanced option of the Service; plus
- Near real-time Event feed to Customer's SIEM
- Secure DNS feature. Customer will initiate a request for CenturyLink to initiate blocking via the Portal
- Set number of hours (identified in the table below) of SOC support per service package tier, to obtain additional Event information, if available.

Service Package tier (identified on the Order)	Hours of Support per month
Small	8
Medium	12
Large	16

3.4 SIEM Notification. The Enhanced Option does not require configuration changes in Customer's environment. For the Event notification to Customer's SIEM included in the Premium Option, Customer is responsible for configuring its SIEM platform and third party network environment to accept Events sent by CenturyLink. The Premium Option delivers Event notifications via syslog feed for up to 2 Customer provided SIEMs. Customer acknowledges that Event notifications sent to the SIEM are delivered over the Internet and such delivery may fail due to Internet connectivity issues outside of CenturyLink's control. Customer acknowledges and agrees that SIEM Notification is provided "as-is" and "as available" and CenturyLink shall have no liability related to or arising from use by Customer of this feature.

For SIEM Notification Customer, and not CenturyLink, is responsible for storage of the logs received; however, CenturyLink has the ability to send/resend buffered logs if needed for up to 14 days. Customer acknowledges that CenturyLink's ability to provide the SIEM Notification feature requires Customer to first provide CenturyLink with a digital certificate to be loaded on to the SIEM Notification platform in order for the log and security event traffic to be monitored by CenturyLink.

Customer is responsible for configuring Customer's SIEM platform and network environment to allow, accept and store logs and/or security events transmitted by CenturyLink.

3.5 The Service correlates the threat meta data with the sampled information from the CenturyLink network. Consequently, if the Internet access is provided by a carrier other than CenturyLink, CenturyLink will be able to perform Service only for the traffic that transits the CenturyLink network. For example, the Service will not work on traffic that is transitted solely on a third-party carrier's network or traffic where the source and destination carrier transit does not involve CenturyLink.

CENTURYLINKSM ADAPTIVE THREAT INTELLIGENCE SERVICE SERVICE SCHEDULE

3.6 Notwithstanding anything in the Agreement to the contrary, CenturyLink may, in its sole discretion, subcontract any or all of the work to be performed under this Service Schedule, including but not limited to, installation, monitoring, detection, correlation, and alerting services, provided that CenturyLink will remain responsible for the performance of its obligations hereunder. CenturyLink reserves the right at any time to, by way of example: (i) change or supplement the monitoring tools, algorithms and Event correlation techniques; (ii) increase or decrease the monitoring and correlation tools' sensitivity to anomalous IP traffic patterns; and (iii) modify the algorithms that identify IP traffic patterns that may indicate malicious activity. In addition, CenturyLink continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other feature changes or modifications to any software, equipment or hardware utilized by CenturyLink to provide the Services, at any time. CenturyLink will use reasonable efforts to make changes during Regularly Scheduled Maintenance.

3.7 Any non-emergency changes or Service design changes that may be required outside of prefix additions, changing the users that are notified about Events, and changing Customer IPs for the delivery of Events require Customer to initiate a change request.

3.8 Portal Use. Use of the Service includes access to the Portal, and Portal access is limited to ten (10) Customer users via two factor authentication token ("2FA Token"). If a Customer user does not access the Portal for more than six (6) months, the Customer's 2FA Token will be disabled. If Customer wishes to have more than ten (10) users, additional recurring and non-recurring charges may apply. Customer will accept and comply with the End User Rules of Use associated with use of the 2FA Token. No Service Level applies to availability or use of 2FA Tokens.

3.9 Portal Data. CenturyLink, through its third party provider, collects a minimal amount of information about Customer personnel that are authorized to access the Portal. The personal data collected and used with respect to the Portal includes portal enrollment information, consisting of name, business email address, administrative authorizations and login credentials, and Portal event data, consisting of high-level information about individual user's actions within the Portal. CenturyLink will only use this information to provide access to the Portal and provide Customer with information about actions taken within the Portal.

3.10 In providing the Service, CenturyLink's access to Customer information is generally limited to machine/system generated logs and/or metrics that allows CenturyLink to provide the Service. Certain tools, features, or requests by Customer, including those related to deep packet access may require that CenturyLink have visibility to additional Customer data.

4. Charges; Early Termination.

4.1 Customer will be billed monthly in advance based on predefined amounts of IP addresses as shown on the Customer Order. The charges for Adaptive Threat Intelligence Service consist of 2 components: (a) a non-recurring installation charge ("NRC"); and (b) a monthly recurring charge ("MRC"). Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>.

4.2 The Service Commencement Date begins upon issuance of a CenturyLink Connection Notice. The Connection Notice will be issued on the first to occur of: (i) successful completion of Service Validation; or (ii) five (5) business days after CenturyLink notifies Customer that it has provisioned all components of the Service that CenturyLink can provision without Customer's assistance.

4.3 The Service Term will be identified in the relevant Order. Either party may terminate the Service at any time and without early termination liability during the Service Term by providing 30 days prior written notice to the other party.

5. IP Addresses.

5.1 If CenturyLink assigns Customer an IP address as part of the provision of Service (e.g. to provide a real time feed of Events to Customer's SIEM), the IP address shall, to the extent permitted by law, revert to CenturyLink after termination or expiration of the applicable Customer Order, and Customer shall cease using such address. At any time after such termination or expiration, CenturyLink may re-assign the IP address to another user.

5.2 If CenturyLink does not assign an IP address to Customer as part of the provision of Service, Customer represents and warrants that all title, right and interest in and to each IP address used by Customer in connection with the Service is owned exclusively by Customer and/or Customer has all permissions necessary from the owner to enable CenturyLink and Customer to perform their obligations hereunder. Customer shall defend, indemnify and hold CenturyLink harmless from any claim, demand or action arising in connection with a breach of the foregoing representation and warranty.

6. Work Product. If CenturyLink or any employee of CenturyLink develops or creates any intellectual property as part of the ATI Service ("ATI Intellectual Property"), that ATI Intellectual Property shall be, and remain, the exclusive property of CenturyLink and shall not be considered a work for hire. ATI Intellectual Property includes, by way of example, playbooks, runbooks, operational processes, and CenturyLink equipment configuration settings. Customer shall have no right to sell, lease, license or otherwise transfer, with or without consideration, any ATI Intellectual Property to any third party or permit any third party to reproduce or copy or otherwise use or see the ATI Intellectual Property in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the ATI Intellectual Property is made. Customer shall not reverse engineer or de-compile any ATI Intellectual Property. Customer will promptly, upon termination of this Service Schedule or upon the request of CenturyLink, deliver to CenturyLink all such ATI Intellectual Property without retaining any copy or duplicate thereof.

7. Customer Responsibilities/Obligations.

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7.1 Customer is obligated to provide CenturyLink with (i) accurate and current contact information and escalation lists, including an up-to-date point of contact with 24x7 availability who CenturyLink will coordinate with upon detection of Events; (ii) all IP addresses that will be monitored.

7.2 Customer must cooperate with CenturyLink and CenturyLink's vendors or subcontractors in coordinating setup of the Service, including but not limited to, configuring the Customer's SIEM platform to accept Event delivery from CenturyLink (if applicable).

7.3 Customer understands and expressly consents that in the performance of its obligations hereunder, Customer traffic may originate or terminate in a country other than the country of origination and/or destination of traffic.

7.4 Notwithstanding anything to the contrary in the Agreement, Customer agrees that CenturyLink may use meta data that it generates, monitors and/or captures in connection with providing the Service and metadata (not attributable to any customer) for forecasting trends, threat intelligence or correlating Customer traffic

8. In information on the Service infrastructure, and Customer represents and warrants that it has in place any necessary third party consents, permissions and/or rights to grant the foregoing rights to CenturyLink.

7.5 Customer must establish and consistently maintain reasonable and adequate security policies and devices for defense and protection of its assets. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup of meta data and logs, and information that transits the Internet, which may include the use of encryption technology to protect meta data, logs and other Customer information from unauthorized access and routine archiving. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce their security, notwithstanding anything else to the contrary in this Service Schedule or 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 and no security requirements or obligations of CenturyLink shall apply. In addition, Customer is solely responsible to ensure that its use of the Service does not violate any laws, security policies or regulations, including the manner in which the Service is used or accessed by Customer or its authorized users.

8. In the event Customer or CenturyLink determine that the Service is being affected by a continuing error, conflict or trouble report, or similar issue (in each case a "Chronic Problem") caused by the Customer, Customer shall resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to: (i) removing or modifying the existing Service configuration (or requesting CenturyLink to remove the same); or (ii) replacing Customer's equipment providing that be deemed necessary. If Customer has not remedied the Chronic Problem within 30 days of request by CenturyLink, then CenturyLink may suspend or terminate the Service. Service Levels shall not apply and Customer will not be entitled to receive a credit or exercise a termination right under an applicable Service Level during periods of Chronic Problems caused by Customer.

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

10. Disclaimer/Liability.

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

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- 10.2 Direct Damages.** Except for the payment and indemnification obligations of Customer and subject to the waiver of consequential damages provision in the Agreement, the total aggregate liability of each party arising from or related to a claim shall not exceed in the aggregate the total MRCs, NRCs, and usage charges paid or payable to CenturyLink for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action (“Damage Cap”).
- 11. Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Schedule without the express written consent of CenturyLink.
- 12. Service Level Agreement (“Service Levels” or “SLA”), Service Objectives and Service Credits.** The Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by CenturyLink in its good faith discretion supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Service Credits are only available against the MRC for the affected Service. Service Levels do not apply to Excused Outages, periods of Suspension or periods of Chronic Problems.
- 12.1 Portal Availability Service Level.** CenturyLink shall use commercially reasonable efforts to have the Portal available to Customer one hundred percent (100%) of the time after completion of Service Validation (the “Portal SLA”).
- 12.2 Portal Availability Service Credit.** Portal Unavailability means access to the Portal is not available and Customer is unable to access and/or receive Event information via the Portal, even though Customer has entered appropriate credentials. If the aggregate Portal Unavailability during a calendar month meets or exceeds the durations identified below, the following remedies will apply.
- | Aggregate Portal Unavailability Duration in a calendar Month
(hrs:mins:secs) | Service Level Credit |
|---|----------------------|
| 00:00:01 – 00:04:59 | No Credit |
| 00:05:00 – 04:00:00 | 25% |
| 04:00:01 or greater | 50% |
- 12.3 Chronic Outage.** In addition to the above credit(s) and as Customer’s sole remedy for any non-performance of the Service, Customer may elect to terminate an affected instance of the Service without termination liability within 30 calendar days of the date/time the right of termination is triggered if a single instance of Portal Unavailability meets or exceeds five consecutive days.
- 12.4 Time to Notify Service Level.** For Customers (i) with the Enhanced Option, CenturyLink will notify Customer of an Event via the Portal within two (2) minutes of CenturyLink awareness of the Event; or (ii) with the Premium Option, CenturyLink will notify Customer of an Event via the Portal and a feed to the SIEM within two (2) minutes of CenturyLink awareness of the Event (individually and collectively the “TTN SLA”). Each time CenturyLink fails to meet the TTN SLA is a “Time to Notify Failure”. Regardless of the number of Time to Notify Failures in a single calendar day, Customer’s maximum credit per calendar day is one service level credit equal to 10% of the applicable MRC.

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12.5 Event Response Time Objective. The following are CenturyLink objectives only, no service credits will apply.

Priority Level	Target Response Objective Enhanced Option	Target Response Objection Premium Option
Priority 1 – High A critical Event is detected by the Service and Customer is under imminent threat of compromise.	24 hours	2 hours
Priority 2 – Medium An Event is detected by the Service and Customer can mitigate but requires additional information from CenturyLink.	24 hours	8 hours
Priority 3 – Low Standard informational request about threat signatures that may be explained in Portal FAQs, but nonetheless Customer would like to speak about the issue. This includes tuning requests.	1 business day	1 business day

12.6 General Terms for all Service Levels. To be eligible for credits, Customer must be current in its obligations, and Customer must contact CenturyLink Billing Inquiries via the contact information provided on the invoice, open a ticket in the Portal or contact their account manager to report any issue for which Customer thinks a Service Level may apply within 30 calendar days after the issue occurs. Credits will not apply to any other services provided by CenturyLink. Duplicative credits (e.g., for both a Portal Availability SLA and Time to Notify SLA) will not be awarded for a single failure, incident or outage. The aggregate credits in any calendar month shall not exceed 100% of the MRC of the affected Service. The Service Level credits and termination rights stated in this Service Schedule shall be Customer’s sole and exclusive remedies with respect to any service failure or outage.

12.7 CenturyLink’s Service Levels only apply to the respective vendors’ supported configurations at the time SLA support requests are triggered. If any configuration, version, system or third party software is identified as “unsupported” by a vendor, CenturyLink’s SLA (including availability of Service Credits) will no longer apply and any support by CenturyLink will be reasonable efforts only. In addition, and at CenturyLink’s reasonable discretion: 1) Customer may be required to purchase vendor supported upgrades at an additional cost to allow CenturyLink to continue to provide the Services or; (2) CenturyLink may elect to charge the Customer for any support or additional tasks/work incurred resulting from Customers’ continued use of an unsupported configuration. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable. Customer’s failure to do so may result in CenturyLink’s inability to provide the Services and CenturyLink shall have no liability therefrom.

DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Distributed Denial of Service Mitigation Service or Lumen® DDoS HyperSM ("Service") provided by Lumen. "Lumen" is defined for purposes of this Service Exhibit as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. Distributed Denial of Service Mitigation Service may be designated as "DDoS," "Denial of Service," "Distributed DoS Service," "DDoS Mitigation Service" or "Distributed DoS Mitigation Service" in Orders, Order acceptance, service delivery, billing and related documents. DDoS Mitigation Service orderable online via self-serve may be referred to as "Lumen® DDoS HyperSM" or "DDoS Hyper". This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides the Services to Customer (the "Agreement"). If a conflict exists among the provisions of the Service Attachments, the order of priority will be the Service Schedule and then the Agreement.

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

2. Services. The Service is available on Customer's Internet services as described in this Service Schedule. The Order will specify the type of DDoS Mitigation Services and whether those Services are Always-On or On-Demand, as applicable. DDoS Mitigation Service is available in 4 cloud-based options that Customer will select and that will be identified in the Order: (i) Direct Service, (ii) DDoS Mitigation Internet Direct Service, or (iii) GRE Service. Not all Services and features are available in all regions or countries and are subject to availability. An Order is either a form signed by Customer or a form accepted online. Not all available features are orderable via self-serve.

The Service includes and protects Customer IP addresses up to a combination of 256 /24 of IPv4 or 256 /48 of IPv6. Unlimited protected IP addresses, which may also be referred to as unlimited address space size or unlimited address space, are optional and can be purchased for a monthly recurring charge. Notwithstanding anything in the Agreement to the contrary, Lumen may, in its sole and absolute discretion, use a vendor for any or all of the work to be performed under this Service Schedule, including but not limited to, installation, detection, and DDoS Mitigation Services, provided that Lumen will remain responsible for the performance of its obligations in this Service Schedule. Services that work in conjunction with DDoS Mitigation Services (e.g. IPVPN Service) are subject to separate Service Schedules.

If Customer orders DDoS Mitigation Services to connect Customer's equipment managed by Lumen (regardless of equipment ownership), Customer expressly grants Lumen permission to make configuration changes to any Customer equipment managed by Lumen for DDoS Mitigation Service activation and ongoing maintenance.

2.1 Direct Service. Direct Service is activated by BGP route advertisement, with logical private line connections over IPVPN/EVPL between the Mitigation Infrastructure and Customer's border router(s). BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack.

2.2 Internet Direct Service. Internet Direct Service is activated by BGP route advertisement delivering Mitigated traffic from the Mitigation Infrastructure to Customer's border router(s) via a shared VLAN that also delivers the Internet traffic or a separate VLAN on a Lumen provided Internet connectivity. BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack.

2.3 GRE Service. GRE Service is activated by BGP route advertisement and is based upon the GRE protocol with virtual tunnel connections constructed to Customer's border router(s). BGP routing protocol is used to communicate network advertisements from Customer to the Mitigation Infrastructure, enabling inbound traffic to route through the Mitigation Infrastructure during an Attack or threatened Attack. Customers directly connected to the Lumen AS IP network can advertise a /32 subnet for IPv4 or /128 subnet for IPv6. Non-Lumen IP customers must advertise a /24 subnet for IPv4 and a /48 subnet for IPv6 as a minimum.

2.4 Routing under either the Direct Service, Internet Direct Service, or the GRE Service is asymmetric, with outgoing traffic from Customer to the Internet being forwarded as normal to Customer's Internet Service Provider, without passing through Mitigation Infrastructure.

2.5 On-Demand Service. For On-Demand Service, once the Mitigation Infrastructure is engaged, if an identifiable Attack is not seen by Lumen within 48 hours, Lumen will coordinate with Customer and obtain consent from Customer (which will not be unreasonably withheld) to return Customer to normal conditions. Upon receipt of Customer consent, Lumen may continue to maintain traffic on Mitigation Infrastructure for an agreed-upon limited time period. Upon confirmation of an Attack and with the cooperation of Customer, Lumen will route Customer's IP traffic to the Mitigation Infrastructure designed to filter malicious Attack traffic and pass through legitimate traffic in order to Mitigate the potential disruptions caused by an Attack. However, due to the varying nature of Attacks, Lumen cannot warrant that all Attacks will be detected and/or Mitigated; nor does Lumen warrant that all IP traffic patterns that initially appear to be Attacks are actual Attacks.

DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE SERVICE SCHEDULE

2.6 Always-On Service. For Always-On Service, the diverted traffic entering Lumen's Mitigation Infrastructure will be inspected and filtered of Attack traffic based on predefined filters agreed upon by Lumen and Customer. Customer must report to Lumen any new Attacks not effectively blocked by predefined filters. Lumen will respond to new requests for Mitigation in accordance with the TTM SLA.

2.7 Log Streaming Service. For the optional Log Streaming feature, Customer acknowledges that Log Streaming must be setup over an encrypted session. This Log Streaming feature requires Customer to provide Lumen with a digital SSL certificate to be loaded onto the Log Streaming platform in order for traffic to be sent over an encrypted session. Customer is responsible for configuring its SIEM (Security Information and Event management) platform and network environment to allow, accept and store logs and/or security events transmitted by Lumen. The Log Streaming service feature delivers Event notifications for up to 2 Customer provided SIEM or IP addresses. Customer acknowledges that Event notifications sent to the SIEM are delivered over the Internet and delivery may fail due to Internet connectivity issues outside of Lumen's control. Customer, and not Lumen, is responsible for storage of the logs received; however, Lumen has the ability to buffer logs if needed for up to 14 days. Customer acknowledges and agrees that Log Streaming is provided "as-is" and "as available".

2.8 Monitoring. Monitoring options for the Service are designed to provide proactive detection of DDoS Events ("Attack Monitoring Services"). Attack Monitoring Services are available as described below:

(a) Flow Based Monitoring ("FBM") provides 24x7 monitoring and alerts for large flood-based Attacks: (1) from Customer owned and managed equipment; or (2) from Lumen provided and managed equipment installed on Customer's premise, or (3) with Lumen Internet Services that choose monitoring from Lumen provider edge routers. FBM Service requires a reliable feed of netflow sampling and SNMP specific to the Customer's traffic. To the extent Customer purchases the FBM Service with the On-Demand Service, Lumen will proactively notify Customer about DDoS Mitigation system generated alarms that Lumen detects are caused by DDoS Attacks. For Attacks that are not detected by the DDoS Mitigation system, Customer must contact the SOC to initiate Mitigation. For option 1 and 2 above, there will be an MRC and an NRC for each piece of equipment when monitoring occurs from the Customer premise. For option 3 above, an MRC and an NRC for each logical circuit when monitoring occurs from Lumen provider edge routers directly from which the FBM Service collects netflow sampling.

If Customer purchases FBM and also procures from Lumen Internet connectivity and Lumen is the only provider who provides Customer Internet connectivity, Customer has the option to pre-authorize Lumen to configure systems to automatically initiate Mitigation for each attack detected by FBM. If Customer selects the auto-mitigate option, Customer must provide Lumen written notice via a change ticket in Control Center of its pre-authorized permission to begin Mitigation. Customer may later withdraw pre-authorized permission via a change ticket. Change tickets require 24 hours advance notice.

(b) Application Monitoring and Mitigation ("AMM Cloud Signaling") is hardware based DDoS detection and Mitigation, utilizing an equipment manufacturer, model, embedded software code/version approved by Lumen ("Customer CPE"), and implemented at the Customer premises to monitor the Customer's perimeter network traffic and issues alerts for layer 7 or "application layer" Attacks. AMM Cloud Signaling Service includes Lumen provided hardware that is installed on the Customer premises. Customer must be able to provide Cloud Signaling from Customer CPE to Lumen's Cloud Signaling endpoint and Customer is responsible for technical support, service and maintenance of the Customer CPE. Customer will have full administrative access to the Customer CPE and Lumen will have no access to the Customer CPE. There will be an MRC and an NRC for each Customer CPE utilizing the AMM Cloud Signaling Service.

Notwithstanding the foregoing, Lumen reserves the right at any time to: (i) change or supplement the monitoring tools and the Mitigation techniques (including but not limited to modifying the Mitigation Infrastructure); (ii) increase or decrease the monitoring tools' sensitivity to anomalous IP traffic patterns; and (iii) modify the definition of anomalous IP traffic patterns that may indicate an Attack.

2.9 Professional Security Services Assistance.

(a) PSSA is performed remotely by English speaking Lumen personnel (i.e. Lumen employees or contractors) located in the United States between the hours of 9:00 A.M. and 5:00 P.M. local time within the continental United States, Monday through Friday, and excluding United States statutory holidays and any additional holidays that Lumen grants to its employees, a list of which can be provided to Customer prior to the commencement of the Services upon request. If the Customer requests performance of any Service outside of such hours (non-standard hours), Customer will be responsible for any additional costs incurred as a result, as may be legally required (including without limitation any overtime pay). Lumen will determine the personnel assigned to perform the Service. No SLA applies to the PSSA services.

(b) Performance of Services by Lumen personnel is not intended to modify or change the status of such resource to that of any employee of Customer.

(c) The specific services that are desired by the Customer from the list attached as Exhibit A will be determined and mutually agreed upon during the kick-off call.

2.10 Rapid Threat Defense.

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Rapid Threat Defense is an automated threat detection and response capability designed to detect and block bots based on identified behavior and confidence by Lumen’s proprietary research labs (“Black Lotus Labs”). When bots are discovered that meet or exceed the confidence level, these identified bots are automatically deployed to the DDoS Mitigation Service to be used as countermeasures during an active DDoS Attack. Due to the varying nature of malicious activity, Lumen cannot guarantee that all malicious activities intended to be blocked will be identified, detected and blocked. Customer can view automated actions via DDoS Mitigation Service Portal.

2.11 Service Level Agreements (“Service Levels”) and Associated Remedies.

The following Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes an outage or failure for Service credit purposes will be determined by Lumen on the basis of available records, data and other evidence, including through the use of third party monitoring tools. Credits are only available against the MRC for the affected Service. The Service Levels stated in Sections A - C below apply to the Mitigation aspect of Service. Service Levels do not apply to Excused Outages, or periods of Special Unavailability, Suspension or Chronic Problems.

(A) **DDoS Mitigation Service Levels, Service Credits and Chronic Outages.** Lumen will use commercially reasonable efforts to ensure the Mitigation Infrastructure is available to Customer one hundred percent (100%) of the time once Customer’s IP traffic is routed to the Mitigation Infrastructure in response to a confirmed Attack and until Customer’s IP traffic is re-routed back to normal following cessation of such Attack (the “Mitigation SLA”). For purposes of this Mitigation SLA, a “Mitigation Service Outage” means that the Mitigation Infrastructure is unavailable to Customer to the extent that Customer is routing traffic through such Mitigation Infrastructure (i.e., the Customer cannot pass traffic through the Mitigation Infrastructure) for more than 60 consecutive seconds. In the event the Mitigation SLA is not met, the following remedies will apply:

Mitigation Service Outage duration	Service Credit
>60 consecutive seconds ≤4 consecutive hours	3 days of the MRC*
>4 consecutive hours	5 days of the MRC*

*Service Credits is based on the MRC associated with the affected Service at the affected location. Per day calculation based on a 30 day calendar month.

In no event will Customer receive a credit for more than one (1) Mitigation Service Outage per day pursuant to the terms of this Section 2.11 (A), regardless of the number of times Lumen fails to comply with the Mitigation SLA during that day.

Chronic Outages. In addition to the above credit(s) and as Customer’s sole remedy for any non-performance of the Service, Customer will be entitled to terminate the affected DDoS Mitigation Service without early termination liability within 30 calendar days of the date/time the right of termination is triggered if any of the following apply:

- (i) a single, continuous Mitigation Service Outage extends for 10 or more consecutive days; or
- (ii) 7 separate Mitigation Service Outages each lasting at least 60 minutes in a 90 day period; and
- (iii) if Customer has procured from Lumen an IPVPN circuit or Lumen Internet Service circuit as part of the DDoS Mitigation Service, Customer’s termination rights in this Service Schedule extend to the applicable IPVPN Service or Lumen Internet Service.

(B) **Time to Mitigate (“TTM”) Service Level (“SLA”).** Lumen agrees to deploy Mitigation following Customer approval (which may be verbal) and Customer properly routing traffic to the Mitigation Infrastructure during an Attack. The TTM SLA is measured in minutes commencing from either (i) the time Lumen obtains Customer approval and Customer properly routing traffic to the Mitigation Infrastructure during an Attack, or (ii) the time of automated initiation by FBM to route Customer’s traffic to the Mitigation Infrastructure when an attack is detected (“Auto-Mitigation”) until the time (in minutes) Lumen deploys countermeasures to initiate Mitigation. The applicable TTM SLA for each type of Attack is set forth below.

Attack Type	TTM SLA for On-Demand without auto-mitigation	TTM SLA for On-Demand with auto-mitigation	TTM SLA for Always-On
UDP/ICMP Floods SYN Floods TCP Flag Abuses DNS Reflection DNS Attack HTTP GET/POST Attacks*	10 minutes	5 minutes	2 minutes

*HTTP Attack Mitigation requires a subscription to the Web Application Firewall and BOT Management (WAF/BOT) service which is purchased separately.

In the event the TTM SLA is not achieved, the following remedies apply:

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<u>Time to Initiate Mitigation</u>	<u>Service Credit</u>
>10 minutes ≤ 60 minutes	1 day of the MRC*
>60 minutes ≤ 6 hours	2 days of the MRC*
>6 hours	7 days of the MRC*

*Service Credit is based on the MRC associated with the affected Service at the affected location. Per day calculation based on a 30 day calendar month.

If the TTM SLA is not achieved three or more times in a single day, Lumen will provide a single credit for that day equal to the maximum 7 days of the MRC credit.

If 3 or more TTM SLAs are not met during a calendar month, in addition to Service credits, Customer will have the right to terminate the applicable Service without early termination liability; provided that the right of termination is exercised within 30 days following the date/time the right of termination is triggered.

Customer is deemed to have pre-approved Mitigation for Auto-Mitigation option or Always-On and the SOC does not have to call Customer to start Mitigation. Certain mitigation countermeasures related to FBM Service may be pre-authorized by Customer. If a countermeasure is required that has not been pre-authorized (e.g. in addition to the pre-authorized countermeasures), verbal approval is required from Customer to deploy such countermeasure.

Mitigation requiring traffic analysis and custom signature development are not covered under the TTM SLA.

(C) Attack Monitoring Services Time to Notify Service Level (FBM and AMM Cloud Signaling Services only).

If Customer orders FBM Service or AMM Cloud Signaling Service, Customer may request a credit as set forth below if an Attack Monitoring Failure to Notify Event (“FTN Event”) occurs. An FTN Event is an Event in which an Attack Monitoring DDoS alert occurs but steps to notify Customer within a period of 15 minutes from the time that Lumen receives a “Type DDoS” alert are not taken. Timely efforts to notify Customer whether via email or phone satisfy the requirement to take such steps whether or not the Customer can be reached.

For each FTN Event that occurs during a calendar month, upon Customer request Lumen will provide a Service credit equal to the pro-rated charges for 3 days of the MRC applicable to the affected Service. If 3 or more FTN Events occur during a calendar month, in addition to Service credits, Customer will have the right to terminate the applicable FBM Service or AMM Cloud Signaling Service or Service without early termination liability; provided that the right of termination is exercised within 30 days following the date/time the right of termination is triggered.

(D) General Terms for all Service Levels.

Lumen continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other modifications to any software, equipment or hardware utilized by Lumen to provide the Services, at any time. Lumen will use reasonable efforts to make such changes during the Regularly Scheduled Maintenance window.

To be eligible for SLA credits, Customer must be current in its obligations, and Customer must contact Lumen Billing Inquiries via the contact information provided on their invoice, open a ticket in the Portal or contact their account manager to report any issue for which Customer thinks a Service Level may apply within 30 calendar days after the issue occurs. Credits will only apply for the Mitigation aspect of the Service provided pursuant to an MRC, and will not apply to any other DDoS Mitigation Service, including, without limitation, any custom service. Duplicative credits (e.g., for both a Mitigation SLA and a TTM SLA) will not be awarded for a single failure or outage. If a single failure or outage triggers both the Mitigation SLA and TTM SLA, Customer will be entitled to receive the higher of the two credits. The aggregate credits under subparts (A), (B) and (C) above to be provided in any calendar month will not exceed 100% of the MRC of the affected Service. Cumulative credits in any one month must exceed \$100.00, or local currency equivalent, to be processed. The Service credits and termination rights stated in this Service Schedule will be Customer’s sole and exclusive remedies with respect to the DDoS Mitigation Service and related Services provided under this Service Schedule.

3. Customer Responsibilities. Lumen will not be liable for any failure to perform due to Customer’s failure to fulfill Customer’s responsibilities and requirements as detailed in this Service Schedule or due to Customer’s errors or omissions in setting up the environment.

3.1 Charges. Customer will be billed monthly in advance based on a fixed rate for Mitigation up to a predefined bandwidth level. The manner of billing selected will be set forth in the Order. Fixed rate charges for DDoS Mitigation Service consist of 2 components: (a) a non-recurring charge (“NRC”, “One Time Charges”, or similar references”) and (b) a monthly recurring charge (“MRC”, “Monthly Charge”, or similar references). The Service Commencement Date begins upon issuance of a Connection Notice. The Connection Notice will be issued on the first to occur of: (i) successful completion of Service Validation or (ii) five (5) business days after Lumen notifies Customer that it has provisioned all components of the Service that Lumen can provision without Customer’s assistance. If there are multiple locations, billing will begin with the Service Commencement Date for the initial location (unless other locations are not available due to the fault of Lumen). Special terms may be available for a DR Site as agreed to in an Order or Addendum to the Order. For PSSA, MRC is billed in advance at the rates identified in the applicable Order. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse

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Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

Customer may seek expedited "turn-up" of Service for an additional one-time charge ("Expedited Service"). Customer acknowledges and agrees that accepting the Expedited Services means acceptance of the DDoS Services for the Service Term specified in the Order and cooperating with Lumen to ensure the DDoS Services ordered can be installed and provided. If Customer does not cooperate and accept the Services after the Expedited Services have been turned up, Customer will be billed and agrees to pay 100% of the MRC multiplied by the number of months remaining in the Service Term. Lumen will exercise good faith efforts to turn up Expedited Service for GRE Service in one (1) business day; however this is a nonbinding objective. For DDoS Mitigation Service other than GRE Service, the Order will be processed in a prioritized manner. If Customer orders Expedited Service, there is no Portal access and no Service Levels will apply to Expedited Service during the first seven (7) days of service. Lumen reserves the right to suspend Expedited Service and the other DDoS Mitigation Services at any time if Customer fails to satisfy credit requirements which may be imposed after the completion of a credit review.

3.2 IP Addresses. If Lumen assigns to Customer an IP address as part of the provision of Service, the IP address will revert to Lumen after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen may re-assign IP address(es) to another user.

If Lumen does not assign to Customer an IP address as part of the provision of Service, Customer represents and warrants that all title, right and interest in and to each IP address used by Customer in connection with the Service is owned exclusively by Customer and/or Customer has all permissions necessary from the owner to enable Lumen and Customer to perform their obligations. Customer will defend, indemnify and hold Lumen harmless from any claim, demand or action arising in connection with a breach of the foregoing warranty.

3.3 Customer Information. Customer must provide and maintain an English-speaking point of contact with current, complete and accurate contact information at all times that is reachable 24/7 for the Service's required notifications and should be authorized to consent to make or direct changes to the Customer's security infrastructure or architecture, as applicable. Customer must provide Lumen with advance notice of at least five (5) business days of any network topology or system changes that may affect the Service or the effectiveness of the DDoS Mitigation system policy. For changes that are Service or price impacting, changes must be agreed to in a new Order before the change will go into effect. Lumen may not be able to provide the Service if Customer's point of contact information is out of date or inaccurate or if Customer performs system changes without prior notification to Lumen. Failure to notify Lumen of system changes may result in the inability to monitor traffic or the generation of false alerts. Lumen will work with the Customer to resolve chronic false positives and other nuisance alerts; however, if alerting issues are not resolved satisfactorily, Lumen may modify the DDoS Mitigation system configuration to reduce repetitive alarms caused by Customer system changes.

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

3.5 Customer must cooperate with Lumen and Lumen's vendors in coordinating setup of the DDoS Mitigation Service, including but not limited to, placing the necessary routing device at the edge of Customer's environment and cooperating with Lumen in the rerouting of IP traffic to the Mitigation Infrastructure during an Attack.

3.6 For the Direct Service, Customer must procure from Lumen connectivity between the Lumen network and the Customer premises or data centers (border routers) per the following criteria: (i) the demarcation point is the physical network port of the Mitigation Infrastructure, (ii) the connectivity must consist of at least one (1) IPVPN circuit directly to the port on the Mitigation Infrastructure from each of Customer's premises or data centers, and (iii) any Ethernet circuit must support 802.1Q. Provisioning begins upon confirmation of IPVPN circuit availability. Lumen may suspend Direct Services if Lumen detects that any Customer provided equipment is causing interference with the Lumen network or other customers. Any IPVPN circuit provided by Lumen will be subject to service levels as set forth in Lumen's standard service schedule for such service or as otherwise agreed in writing by Customer and Lumen.

3.7 For the Internet Direct Service, Customer must procure from Lumen connectivity between the Lumen network and the Customer premises or data centers (border routers) per the following criteria: (i) the demarcation point is the physical network port of the Mitigation Infrastructure, (ii) the connectivity must consist of at least one (1) Lumen Internet Service circuit capable of connecting to the port on the Mitigation Infrastructure from each of Customer's premises or data centers (subject to availability), and (iii) any Ethernet circuit must support 802.1Q for delivery of Internet and scrubbed traffic on a shared VLAN that also delivers the Internet traffic or two (2) separate VLANs. Provisioning begins upon confirmation of Lumen Internet Service circuit availability. Lumen may suspend Internet Direct Services if Lumen detects that any Customer provided equipment is causing interference with the Lumen network or other customers. Any Lumen Internet Service circuit provided by Lumen will be subject to service levels as set forth in Lumen's standard service schedule for such service or as otherwise agreed in writing by Customer and Lumen.

3.8 Notification Responsibilities. Customer must provide Lumen with of all the following notices: (i) 24 hours advance notice of any potential promotional events or other activities that may increase Customer's network or website traffic; (ii) immediate notice of any sudden events that may cause significant IP 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 (vi) immediate notice related to any changes to Customer's contact information, including email.

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3.9 Customer must establish and consistently maintain reasonable and adequate security policies and devices for defense of its assets. Customer acknowledges that the Services are regarded as a tool that can be used as part of the Customer's overall security strategy, but not as a total solution. Customer acknowledges that Customer, and not Lumen, is responsible for Customer's own network security policy and security response procedures.

3.10 Customer understands and expressly consents that in the performance of its obligations in this Service Schedule, notwithstanding any other requirements in the Agreement between Lumen and Customer, Lumen (or its vendors) may route Customer traffic to the Mitigation Infrastructure which is located in a country other than the country of origination and/or destination of such traffic.

3.11 If Customer or Lumen detect the Service is being affected by a continuing error, conflict or trouble report, or similar issue (in each case a "Chronic Problem") caused by the Customer, Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to: (i) removing or modifying the existing Service configuration (or requesting Lumen to remove the same); or (ii) replacing Customer's equipment providing distributed denial of service Mitigation should that be deemed necessary. If Customer has not remedied the Chronic Problem within 30 days of request by Lumen, then Lumen may suspend or terminate the Service. The SLA will not apply and Customer will not be entitled to receive a credit or exercise a termination right under the SLA during periods of Chronic Problems caused by Customer.

3.12 In relation to Professional Security Services Assistance, Customer agrees to complete an upfront questionnaire that gathers necessary context for performance of the PSSA service including but not limited to: (i) Business context being protected by DDoS Service; (ii) Identify any applicable compliance standards that apply to their business; (iii) Identify any existing DDoS concerns; (iv) identify any business changes that may have near-term impacts on traffic patterns impacting DDoS protection. In addition, Customer agrees to (i) provide a point of contact to coordinate the service activities; (ii) provide Lumen with timely responses to inquiries around providing the service; (iii) timely participation in phone call(s) to discuss conditions or questions regarding any activities; (iv) specifically identify and provide Lumen with access to all relevant Customer-controlled information, resources and locations required to perform and/or complete the Services.

3.13 Installation/Setup. Customer will cooperate with Lumen by providing Lumen with all information concerning the Service reasonably requested by Lumen and providing the point of contact. Customer will provide data parameters that will allow Lumen to determine the proper threshold levels in an attempt to diagnose a DDoS Attack. Lumen may periodically require Customer to allow traffic monitoring to determine proper threshold levels.

3.14 Lumen Provided Software. (a) If any third-party software, including any corresponding documentation, is provided to Customer by Lumen in connection with the Service, Customer agrees to use third party software strictly in accordance with all applicable licensing terms and conditions including any click to accept terms required as part of the download/install process. Customer will defend, indemnify and hold Lumen harmless from any claim, demand or action arising in connection with Customer's failure to comply with the third party terms or use of third party software in a manner not authorized by this Schedule; and (b) 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 is solely responsible for the installation, operation, maintenance, use and compatibility of the Customer provided software or systems. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom, including for missed Service Levels.

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

3.16 Change Request. Customer ordering DDoS Mitigation Service must request non-price impacting Service changes by opening a ticket or by contacting the SOC. Customer must provide complete authentication credentials when requesting changes. Any non-emergency changes or service design changes that may be required outside of an Attack such as prefix additions and migration from On-Demand to Always-On require a change order.

Customers ordering Lumen® DDoS HyperSM can make non-price impacting Service changes or service design changes that are price impacting, but they require a change order via the online self-service interface.

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

3.18 Customers who have published RPKI ROAs are responsible for updating the Route Registry associated with their IP space and AS number to permit Lumen to advertise the applicable IP address to help ensure proper routing of legitimate traffic. If Customer does not update the registry accordingly Lumen's ability to mitigate some or all of the Attack(s) on Customer's IP address will be reduced.

3.19 Portal Use. If Lumen provides Customer with Portal access in connection with the Service, Customer will use access solely as for use with the Service in accordance with this Service Schedule and the Agreement, and Customer will be responsible for any unauthorized access to or use thereof unless Customer can prove that access or use has not been caused by any culpable action or omission of Customer or attributable to Customer. A monthly recurring charge will apply to any Customer users in excess of ten (10) Customer users of the Service Portal. The Service uses two-factor authentication ("2FA") for access to the Portal. The 2FA tokens will be disabled for accounts that have not been active in more than six (6) months requiring such users to request new tokens if they wish to reestablish access. In addition, as part of any support requested by Customer, Lumen may

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need to access Customer information within the Portal and Customer's request for support constitutes its consent for Lumen to access the Portal information as needed.

4. Additional Service Limitations and Disclaimers.

4.1 Intellectual Property. If Lumen or any employee of Lumen develops or creates any intellectual property as part of DDoS Services ("DDoS Intellectual Property"), that DDoS Intellectual Property will be, and remain, the exclusive property of Lumen, will not be considered a work for hire. DDoS Intellectual Property includes, by way of example, playbooks, runbooks, reports, operational processes, and Lumen equipment configuration settings. Customer will have no right to sell, lease, license or otherwise transfer, with or without consideration, any DDoS Intellectual Property to any third party or permit any third party to reproduce or copy or otherwise use or see the DDoS Intellectual Property in any form and will use all reasonable efforts to ensure that no improper or unauthorized use of the DDoS Intellectual Property is made. Customer will not reverse engineer or de-compile any DDoS Intellectual Property, unless expressly permitted by applicable law. Customer will promptly, upon termination of this Schedule or upon the request of Lumen, deliver to Lumen all DDoS Intellectual Property without retaining any copy or duplicate; except that Customer may keep a copy of any report(s) provided by a PSSA subject to prior approval of Lumen and treatment of the reports as "confidential" pursuant to the terms of the Agreement. Customer is expressly prohibited from using any component of the DDoS Mitigation Service or DDoS Intellectual Property other than as expressly provided for in this Service Schedule.

4.2 Personal Data. Customer and Lumen acknowledge that it may be necessary to provide the other party with personal data or to access personal data of the other party as necessary for the performance of each party's obligations under the Agreement and/or this Service Schedule, including, but not limited to and where applicable, employees' and authorized representatives' names, business contact information, technical or operational data (such as online identifiers), credentials to access Portals and other platforms made available by one party to the other and similar personal data. The parties acknowledge and agree that each is a controller with respect to any such personal data exchanged under the Agreement and/or this Service Schedule, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged in accordance with this Section will be limited to the extent necessary for the parties to perform their obligations or exercise their rights under the Agreement or this Service Schedule. As used in this Service Schedule, the terms "personal data," "processing," "processor" and "controller" will have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Each party will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party. Unless otherwise set forth in the Agreement, Lumen personnel will not access or attempt to access personal data that is processed via the operation of the Service. Processing is typically carried out at machine-level and Lumen will not retain any copies of data longer than necessary to perform the applicable Service or perform under the Agreement. To the extent legally required, Customer and Lumen will enter into separate written agreements required to comply with laws governing the relationship between a controller and processor with respect to the processing of personal data described in this Section, including, without limitation, any agreements required to facilitate necessary cross-border personal data transfers. Customer will be responsible for notifying Lumen whether such written agreements are required based on the nature of the data being processed.

4.3 Additional Disclaimer of Warranty; Liability.

4.3.1 Customer acknowledges the Services endeavor to Mitigate security Events, but such Events, even if determined to be Attacks, may not be mitigated entirely or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided in this Service Schedule is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services in accordance with the SLA, the Services are otherwise provided "as-is". LUMEN MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED, THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, THAT ANY THIRD PARTY SOFTWARE PROVIDED BY CUSTOMER WILL BE COMPATIBLE WITH THE SERVICE AND/OR THAT LUMEN'S PERFORMANCE OF SECURITY SERVICES, INCLUDING ACTIVITIES OR TASKS WILL COMPLY WITH OR SATISFY ANY APPLICABLE GOVERNMENTAL OR INDUSTRY DATA SECURITY STANDARD. IF ACTIVITIES OR TASKS INCLUDE BY WAY OF EXAMPLE, MAKING RECOMMENDATIONS, PERFORMING ASSESSMENTS, TESTS, OR PROVIDING REPORTS CUSTOMER AGREES THAT SUCH ACTIVITIES ARE PROVIDED IN GOOD FAITH AS TO ITS ACCURACY AND LUMEN DOES NOT AND CANNOT GUARANTEE THAT SUCH ACTIVITIES, RECOMMENDATIONS, ASSESSMENTS, TESTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. ALL PROFESSIONAL SECURITY ASSISTANCE SERVICES ARE PROVIDED AS IS. Neither Lumen or its vendors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service.

4.3.2 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Liability Limitations and Exclusions provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

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4.4 Suspension; Access; Restrictions.

Lumen may temporarily suspend any Service immediately in the event Lumen has a good faith belief that Suspension is reasonably necessary to Mitigate damage or liability to the Mitigation Infrastructure or Lumen network or to other customers of Lumen that may result from Customer's continued use of the Service. In addition to any rights or obligations of the parties due to regulatory changes in the Agreement, Lumen may terminate any Order in the event Lumen or an applicable vendor or subcontractor cannot maintain any required regulatory approvals, despite its reasonable efforts to do so. In the event of any expiration or termination of any Service, Customer's access to the applicable Services will end and the Services do not include assisting Customer with any transition to an alternative provider.

Nothing in this Service Schedule or the Agreement grants Customer any rights to, and Customer is expressly prohibited from, reselling the Services or using any component of the Service or any Lumen proprietary materials to create or offer derivative versions of the Service either directly, or through a third party, as a standalone service offering, as bundled with Customer's services or products, or on a service-bureau basis. Customer understands that DDoS may result in disruptions of and/or damage to end-user Customers' or third parties' information systems and the information and data contained therein, including but not limited to denial of access to a legitimate system user. The Services do not include backing up data prior to deploying DDoS Services or for arranging alternative means of operation should such disruptions or failures occur. Customer understands and acknowledges that the Service is not suitable for the maintenance or processing (apart from mere transmission) of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other applicable laws in the matter.

5. Definitions. Any capitalized terms used in this Service Schedule and not otherwise defined will have the meanings set forth in the Agreement.

"Always-On" refers to an optional feature for DDoS Mitigation Direct, DDoS Mitigation Internet Direct Service, or DDoS Mitigation GRE Service that continually diverts Customer's inbound internet traffic through the Mitigation Infrastructure using BGP networking service.

"Attack" means a distributed denial of service attack on a computer system or network that causes a loss of service to users, typically the loss of network connectivity and services by consuming the bandwidth of the victim network or overloading the computational resources of the victim system.

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

"Cloud Signaling" means the process by which Application Monitoring and Mitigation Service hardware deployed at the Customer premises utilizes automated monitoring tools to detect anomalies in IP traffic patterns and signals a potential Attack to Lumen's Mitigation Infrastructure.

"Customer Disaster Recovery Site" ("DR Site") means an alternative backup site that is used when a primary location becomes unusable due to failure or disaster. Customer will not use the DDoS Mitigation Service with production traffic at the DR Site except when use of the Customer primary site fails.

"Customer-Initiated Mitigation" is an optional feature for Always-On DDoS Mitigation Direct Service, Internet Direct Service or GRE Service that allows customers to initiate mitigation via BGP route announcements to Lumen rather than calling the Lumen Security Operations Center ("SOC"). Customer-Initiated Mitigation is equivalent to Customer approval to route traffic to the Mitigation Infrastructure for purposes of the TTM SLA. Customer-Initiated Mitigation is subject to Lumen availability based on its network configuration. If available, Customer must dynamically advertise the preferred prefixes into the clean return tunnels and the advertised prefixes automatically propagate from the Mitigation Infrastructure to the Internet and the Service automatically begins scrubbing the advertised traffic. The maximum number of prefixes that can be advertised via Customer-Initiated Mitigation is subject to technical constraints. Customer may elect this feature at the time of provisioning or after the Service is turned up via a ticket or by submitting to the SOC.

"DDoS Hyper" or "Lumen® DDoS HyperSM" means DDoS Mitigation Service orderable online via self-serve experience. Lumen® DDoS HyperSM includes a subset of service capabilities available within DDoS Mitigation Service.

"DDoS Mitigation Direct Service" or "Direct Service" or "IP VPN Direct Service" means DDoS Mitigation implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is routed back to the Customer data center over IPVPN/EVPL logical connections between the Mitigation Infrastructure and Customer's border router(s).

"DDoS Mitigation GRE Service" or "GRE Service" means DDoS Mitigation implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is routed back to the Customer data center using a GRE tunnel.

"DDoS Mitigation Internet Direct Service" or "Internet Direct Service" means DDoS Mitigation implemented using BGP route advertisements as a mechanism to re-route legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic is delivered on a Lumen provided Internet Service circuit only back to the Customer data center over a shared VLAN logical connection that also delivers the Internet traffic or separate VLAN logical connection.

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"Event" means a security abnormality detected by the Service or reported by Customer to the SOC. An Event does not necessarily constitute an actual security incident or Attack and must be investigated further to determine its validity.

"Excused Outage" will also mean for purposes of this Service Schedule, and in addition to the Agreement, the SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA, for any outage that adversely impacts the Service that is caused by, or attributable to: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications, the public Internet, or systems not owned or controlled by, or attributable to, Lumen; (c) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (d) the unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service, including as a result of failure to provide Lumen with accurate, current contact information (including email); (e) Lumen's lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Customer's failure to provide timely approvals and/or consents, including allowing Lumen to retune the Service as required for Lumen to provide the Service; (h) improper or inaccurate network specifications provided by Customer; (i) Customer is in breach of its obligations under the Agreement or this Service Schedule; or (j) Customer failure to properly update the Route Origin Authorization ("ROA").

"Log Streaming" is an optional feature that allows customers to receive logs and Mitigation Event data to Customer's designated destination via syslog format. The Mitigation Event data is the information obtained from the Mitigation Infrastructure.

"Mitigation" or "Mitigate" means rerouting of traffic through Lumen DDoS Mitigation Service and initiating countermeasures with the intent to remove Attack traffic identified by the Mitigation Infrastructure located in Lumen's network.

"Mitigation Infrastructure" is defined as a collection of Lumen devices consisting of routers, servers and scrubbers that connect to Lumen's internet and are designed to filter malicious Attack traffic and pass through legitimate traffic in order to Mitigate the potential disruptions caused by an Attack.

"On-Demand" refers to an option for DDoS Mitigation Direct, DDoS Mitigation Internet Direct Service or DDoS Mitigation GRE Service that diverts Customer's inbound internet traffic through the Mitigation Infrastructure using BGP networking only when Customer traffic is under Attack or suspected of being under Attack.

"Portal" may refer to either the DDoS specific Portal where Customer will have access to see traffic monitoring, alerting and Mitigation or the general Lumen Portal where Customer may view Service inventory and Service tickets.

"Professional Security Services Assistance" or "PSSA" is an optional add-on feature that includes a quantity of hours per month, to be identified in the Order, of consulting, advisory and operational services by providing a designated, remote point of contact for the Customer throughout the term of the DDoS Mitigation Service. A Lumen Security Specialist will perform a variety of support tasks, as well as ongoing support and consultative activities related to the Lumen DDoS Mitigation service.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the Mitigation Infrastructure. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, Lumen will: (a) provide Customer seven (7) days' prior written notice, (b) work with Customer to minimize such interruptions, (c) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time where the Mitigation Infrastructure is located on which such maintenance is performed and (d) work with Customer to remove Always-On Customer traffic from the Mitigation Infrastructure during such maintenance to avoid interruption. Emergency maintenance may be performed on less or no notice.

"Resource Public Key Infrastructure" or "RPKI" is a specialized public key infrastructure standard, adopted by most Internet Service Providers (ISPs), that was designed and developed to provide a secure means of peer-to-peer IP Route announcements (BGP Protection). RPKI helps ensure that a route announcement is legitimately coming from the source AS (Autonomous System) and that it was registered with the Route Registry.

"Service Validation" means the process by which the DDoS Mitigation Service is confirmed as available as a part of the provisioning process enabling Lumen to obtain a profile of Customer's traffic. Customer will coordinate to schedule such Service Validation when contacted by Lumen to do so. Service Validation is conducted over two (2) windows during which traffic is routed through the Mitigation Infrastructure as follows: (a) an initial 2 hour "test" window, and (b) a 24-hour validation window. Service Validation must be completed for all or a subset of protected Class C subnet prior to routing traffic through the Mitigation Infrastructure.

"Special Unavailability" means the SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA related to unavailability of the Service due to (a) Customer misuse; (b) network unavailability, including telecommunications failures outside of the Mitigation Infrastructure or Lumen network and outside Lumen's sphere of responsibility; (c) Customer's sustained traffic load reaching a point that causes material degradation to or outage of the underlying Lumen Internet infrastructure not directly related to the Mitigation Infrastructure; (d) any other action or inaction by a third party not attributable to Lumen. Whether Special Unavailability is present will be determined by Lumen on the basis of available records, data and other evidence.

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

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EXHIBIT A For Informational Purposes Only

List of PSSA Services currently available are identified below. Lumen reserves the right to update the list of available services from time to time.

Onboarding and Activation

- Project management from ordering to activation
 - Project kick off call with Customer
 - Project status monitoring and regular status update
 - Pre-activation walk-through of environment to be protected
 - Assistance with Portal enrollment
- Custom runbook document development based on Customer's needs and delivery of the runbook to the Lumen Security Operations Center (SOC) prior to DDoS Mitigation Service being provisioned
- Portal training

Monitoring and Configuration Analysis

- Verification that all required circuits are being protected
- Reviews and policy verifications for protected IPs and networks
- DDoS incident reviews for trending including targets, methods, and frequency
- Customer historic DDoS activity reviews to determine optimal policy threshold settings for alerts and Mitigation countermeasures
- Mitigation alert policy review to verify appropriate contacts are notified
- Auto-mitigation versus manual Mitigation scenario reviews with Customer
- Mitigation zone grouping reviews with Customer for maximum Mitigation effectiveness
- DDoS Mitigation Service separation reviews, such as web, email and DNS
- Configuration improvement reviews and recommendations for optimal protection
- False positive reviews and recommended methods to limit future occurrences

Regular (quarterly, semi-annual, or annual) DDoS Service Reporting

- Written reporting containing analysis, advice and recommendations
 - DDoS attack trending summary reports
 - SOC ticket report generation and reviews with Customer with ongoing feedback provided to SOC
- Regular reviews with Customer to discuss findings and recommendations
 - Advisement of any new or additional IPs or networks that should be protected
 - Advisement of recommended changes to DDoS Mitigation settings for optimal defense against attacks
 - Mitigation countermeasure tuning recommendations to prevent impacts to production environments and minimize false positives
- Custom runbook updates based on Customer's needs, with all updates provided to SOC

LUMEN ELYNK SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Lumen eLink Service ("Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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

2. Services.

2.1 This Service is an Ethernet-based offering that enables interconnections with Cloud Providers and to other destinations where one or both of the endpoints are eLink Interfaces. eLink Service includes one or more of the following components, as further defined below:

- **eLink Virtual Connection® to a Cloud Provider ("eVC")**
- **eLink Interconnection® to a Cloud Provider ("eLink Interconnection")**
- **eLink Interface®**

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

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

eVC or eLink Interconnection Services depend on Lumen's ability to establish and maintain a relationship with the relevant Cloud Provider(s). Customer consents and directs Lumen to provide to the Cloud Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, but not limited to, Customer's name, type and location of interconnection, technical information required to configure the interconnections (such as VLAN), utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Additionally, to the extent that Lumen reasonably believes that disconnection or suspension of the Service is imminent or if the Service is disconnected or suspended, Customer consents to Lumen informing the relevant Cloud Provider. Lumen is not responsible for the technical interoperability of the Cloud Provider's services with the eVC or eLink Interconnection Service. Customer or Lumen may terminate eVC or eLink Interconnection Services without liability in the event that Lumen loses the ability to continue logical or physical connection to the Cloud Provider as directed by the Cloud Provider.

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

2.3 eLink Interface®. eLink Interface is an IEEE compliant user network interface ("UNI") that conforms to MEF standards. The eLink Interface is available as a 1Gbps or 10Gbps Ethernet port and may be ordered with a single or dual handoff. A dual handoff gives Customer two ports, one in an active and one in a standby configuration. An eLink Interface may be ordered by Customers who are application providers or data centers, situated at their premises and who are connected via an eVC with an

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IEEE-compliant UNI ordered from Lumen by third party end users that are customers of both Lumen and Customer (collectively "e-Lynk End Users" and individually "eLynk End User") to create a point-to-point Layer 2 Ethernet service between the two UNIs at a variety of speed intervals. An eLynk Interface also may be connected via an eLynk Interconnection to another eLynk Interface situated at a third party Cloud Provider's premises to provide connectivity between Customer and the Cloud Provider.

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

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

2.4 Service Levels. Service is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Customer will separately contract with Cloud Provider for its access to the Cloud Provider. Customer is solely responsible for configuring and accepting from the Cloud Provider the virtual circuit that connects Lumen's circuit to Customer's virtual private cloud with the Cloud Provider. Customer's contractual relationship with the Cloud Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Cloud Provider, nor is Lumen responsible for Cloud Provider's performance of its obligations to Customer, or for Cloud Provider's acts or omissions. Lumen is not responsible to maintain, bill or pay for any service provided to Customer by the Cloud Provider. Similarly, Cloud Provider is not responsible to maintain or pay for the eVC or eLynk Interconnection Service. Any outages or degradation in eVC or eLynk Interconnection Services attributable to the Cloud Provider are deemed Excused Outages.

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

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

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

4. Reserved.

INTERNET SERVICES SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Ethernet Line Service (E-Line), Ethernet LAN Service (E-LAN), Ethernet Access Service (E-Access), Ethernet Private Line (EPL), or Ethernet Virtual Private Line (EVPL) Service (the "Service(s)"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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

2. Services.

2.1 Ethernet Line Service (E-Line). E-Line is a point-to-point Ethernet service that can traverse between any two UNIs. E-Line can be configured as a virtual private service called E-Line EVPL or a private service called E-Line EPL. In a VLAN aware configuration E-Line EVPL can be used as a hub and spoke architecture. It can be ordered in various bandwidth increments and specific E-Line EVC Types. The E-Line product is Metro Ethernet Forum (MEF) Carrier Ethernet (CE) 2.0 certified for both E-Line EVPL and E-Line EPL. E-Line is available with Single-CoS.

2.2 Ethernet LAN Service (E-LAN). E-LAN is a fully meshed multipoint-to-multipoint circuit between two to 50 UNIs connected by an E-LAN EVC. E-LAN can be configured as a virtual private service called EVP-LAN or a private service called EP-LAN. E-LAN EVC endpoints participate within the E-LAN Service and can be ordered in various bandwidth increments and specific E-LAN EVC Types. The E-LAN product is MEF Carrier Ethernet (CE) 2.0 certified for both EVP-LAN and EP-LAN. E-LAN is available with Single or Multi-CoS.

2.3 Ethernet Access Service (E-Access). E-Access is a point-to-point or point-to-multipoint carrier Ethernet service connecting ENNs and W-UNIs with OVCs. E-Access can be configured as a virtual private service called E-Access EVPL or a private service called E-Access EPL. E-Access can be ordered in various bandwidth increments and specific E-Access OVC Types. The E-Access product is MEF Carrier Ethernet (CE) 2.0 certified for both E-Access EVPL and E-Access EPL. E-Access is available with Single-CoS.

2.4 Ethernet Private Line (EPL). Port-based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market. Intercity EPL Service is between two markets. EPL is offered in a Protected or Unprotected configuration.

2.5 Ethernet Virtual Private Line (EVPL). Point-to-point circuits that deliver a lower degree of transparency for service frames but can be ordered as a VLAN aware or as a bundled configuration. EVPL is made up of at least two UNIs and at least one EVC. In the VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately. EVPL is available with Single-CoS.

2.6 Add-On Services and Features. As an optional Service feature available on EVPL, Customer may (at additional cost) subscribe to Performance Assurance that provides Customer with enhanced latency, data delivery, and jitter service levels, and additional reporting and monitoring capabilities. Performance Assurance is described in the separate Addendum for Performance Assurance Services.

2.7 Services from Others. Where Service is terminated Off-Net, Customer will provide Lumen with circuit facility assignment, firm order commitment and the design layout records necessary for Lumen to make cross-connections to the Off-Net carrier. Lumen's charges assume that Off-Net service: (a) will be available from Lumen's selected provider and (b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net component or, in the case of MPOE extensions, for inside wiring provided by Lumen. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

2.8 Service Levels. Service is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Definitions. The following terms are defined for the purposes of this Service Schedule:

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

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Customer Commit Date - The date by which Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of a Customer Order.

End-to-end or E2E, and includes the On-Net and Off-Net access components of Services taken together.

Ethernet Virtual Connection (EVC) - Logical Ethernet service between two or more UNIs that limits the exchange of Service Frames to UNIs in the EVC.

EVC/OVC Type - a more specific configuration description of the Ethernet Service. E-Line and E-Access are available as Ethernet Virtual Private Line (EVPL) or Ethernet Private Line (EPL); E-LAN is available as Ethernet Virtual Private LAN (EVP-LAN) or Ethernet Private LAN (EP-LAN).

External Network-to-Network Interface (ENNI) - A resilient access point directly into the Lumen National Ethernet core from which next generation Ethernet products may be ordered and terminated. The ENNI is an aggregated Ethernet port where many segregated service instances are collected together for switching between two Ethernet networks and may be ordered with a single or dual handoff.

On-Net - Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment. Services that are not On-Net are "Off-Net".

Operator Virtual Connection (OVC) - Logical Ethernet service between Wholesale UNIs and ENNIs, where at least one end is an ENNI, which limits the exchange of Service Frames to UNIs/ENNIs in the OVC. Available only with E-Access.

Protected - Any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected."

Unavailable/Unavailability - Ethernet port (or the Service directly associated with such port) downtime.

User Network Interface (UNI) / Wholesale User Network Interface (W-UNI) - The physical interconnect at the Customer Metro Edge which may be ordered as a transparent or multiplexed interface.

Virtual LAN (VLAN) - A logical separation of network elements.

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

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

2. Services.

2.1 Service Description. Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports, as well as T1/E1, DS3/E3, and SONET connections from OC3/STM1 to OC48/STM16. Additional features and functionality may include:

- a. IP Addresses. IP Address space with proper justification.
- b. Primary DNS / Secondary DNS. Primary or Secondary DNS as requested.
- c. Static routing / BGP peering. Static routing or BGP peering options available.
- d. On-line bandwidth utilization reports. On-line bandwidth utilization reports available through the customer portal.
- e. Basic security service. Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and

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protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000.

2.2 Billing Types.

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

Burstable. For Service provided with burstable bandwidth, the MRC is based on Committed Information Rate ("CIR") (which is also called a Committed Data Rate ("CDR")). The CIR/CDR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Burstable usage is any usage in excess of CIR/CDR. Burstable usage charges will apply on a per Mbps basis at the rate stated in the Order. Burstable usage charges will be billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.

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

2.3 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access.

2.4 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

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

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

2.7 Intended Use. Any High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either

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third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its Affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen Affiliate, then Lumen, in its sole discretion, shall have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change.

3. Customer Responsibilities.

3.1 Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Fixed-rate, Burstable, or Aggregate Burstable billing types.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

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

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

INTERNET SERVICES SERVICE SCHEDULE**PRICING ATTACHMENT****Dedicated Internet Access Pricing:**

Total price below: includes port, access and logical service

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

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

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

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

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

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

MANAGED NETWORK SERVICE SERVICE SCHEDULE

1. General. This Service Schedule applies when Customer orders Managed Network Services (MNS) provided by Lumen. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Schedule. Managed Network Service may be designated as Managed Customer Premise Equipment (CPE), CPE-Based Managed Service (CPE MS), Managed Virtual Private Network (VPN) Device, Managed Internet Device, Managed Device, Managed Router, or Managed IAD, in Orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule is subject to the Master Service Agreement between Lumen and Customer or other service agreement under which Lumen or a Lumen affiliate provides services to Customer (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. Capitalized terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement.

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

2. Services. MNS is a comprehensive solution where Lumen manages and maintains CPE (each, a "Managed Device") provided by Customer or Lumen associated with Internet access, Converged Services or MPLS-based data service.

2.1 CPE Related Terms. If the Customer chooses to provide its own CPE, Customer: (i) assigns full operational management responsibility for such equipment solely to Lumen; (ii) warrants and represents that the CPE is not in end of life (EOL) status with the manufacturer; and (iii) the CPE has a current and active equipment and software support agreement with the original equipment manufacturer. For Lumen provided CPE, the separate terms of the Customer Premise Equipment (CPE) Addendum apply and are incorporated by reference into this Service Schedule.

2.2 SNMP Read-Only Access and Netflow. Upon Customer's written request, Lumen will facilitate SNMP read-only access and/or Netflow to CPE managed by Lumen. Access to Managed Devices in this way will be access control list protected and restricted to a pre-determined list of Customer's network management system devices to be agreed by Customer and Lumen. Any failure to achieve the Service Levels relating to MNS will be excused and no credits or other remedies extended if such failure arises as a result of: (i) excessive polling of Managed Devices by Customer causing SNMP utilization on a Managed Device's processor to affect performance, (ii) failure by Customer to update Customer's network management system devices with known recommended security fixes, (iii) increased traffic or CPU utilization caused by NetFlow, or (iv) security breaches on Customer's own network.

2.3 Service Levels. MNS is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed on a fixed rate basis for MNS, consisting of a non-recurring charge (NRC) for installation and a monthly recurring charge (MRC). Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

4. Chronic Problem Resolution. A Chronic Problem is defined as a continuing error, conflict, trouble report or similar issue that affects the ability to pass Customer traffic through the CPE. If Customer or Lumen determines that the Chronic Problem is the result of a recurring issue on the Customer side of the CPE, Customer will take all reasonable steps necessary to correct the issue including but not limited to (i) requesting Lumen proactively continue monitoring the relevant service (without taking additional action to address the immediate issue) until the Chronic Problem is resolved to Lumen's and the Customer's satisfaction; or (ii) requesting Lumen take any necessary action to prevent the alerts from being displayed (meaning Lumen will not respond to future instances of the defined Chronic Problem). If Customer has not resolved the Chronic Problem within 30 days, Lumen may continue to monitor the relevant service and charge the Customer a \$200, or local currency equivalent, per alert response fee for as long as the Chronic Problem remains, or take any necessary action to prevent the monitoring alerts from being displayed. In all cases, isolating Chronic Problems may impact other elements of Service, and Lumen activities in respect of Chronic Problems may result in additional charges. Customer will not be entitled to any rebate or reduction of fees for the affected component. If the Chronic Problem is due to faulty Customer provided CPE, Customer will take such action to repair, remove from MNS coverage, or replace such faulty CPE.

LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE SERVICE SCHEDULE

1. General. This Service Schedule forms part of the Master Service Agreement between Lumen and Customer ("Agreement") and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer hereunder.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

2. Services.

2.1 Service Description. MPLS VPN Service includes two (2) virtual private network ("VPN") services, IPVPN and VPLS, providing private site-to-site communications over Lumen's MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together "Customer Sites") through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN ("SNLAN") allows multiple Customer locations to interconnect within a single Lumen-defined metro area network ("MAN"). The VPLS offer of Extended Native LAN ("ENLAN") allows Customer to connect multiple SNLAN networks between MANs.

2.2. Additional Features.

Additional features and functionality may include:

a. Enhanced Reporting. Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as "Enhanced Reporting"). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer's location, Enhanced Management will be included with Customer's MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA's for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

b. Class of Service (CoS). Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If a Service Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the Committed Information Rate or Peak Information Rate.

c. Smart Demarcation. In certain locations, where available, for VPN and VPLS services with Ethernet access in the domestic U.S. and VPLS services with Ethernet access outside of the U.S., Lumen provides 'Smart Demarcation' which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

2.3. Additional Services.

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

a. Lumen Internet Services. As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

b. Lumen Enterprise Voice SIP Based Services. As part of a Converged Service, Customer may order SIP based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

c. Application Performance Management. As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management ("APM") which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element ("ASE").

LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE SERVICE SCHEDULE

d. Managed Network Services. As an additional Service offering, where available Customer may order Lumen Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

e. Secure Access. As an additional Service offering, where available Customer may order Secure Access Site and Secure Access Cellular.

f. Managed Security Services. As an additional Service offering, if available Customer may order certain managed security services ("MSS") which may be available on a cloud-based (MSS-Cloud) solution. The MSS Cloud solution may also be referenced as a Secure Internet Access Firewall or SIA Firewall when ordered in conjunction with Lumen MPLS Service.

2.4. On-Net and Off-net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

2.5 Service Levels. MPLS VPN Service is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change.

3. Customer Responsibilities.

3.1 Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Level 3 Enterprise Voice SIP Based Services (either combination is referred to herein as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

3.2 General Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer's Site, Customer shall (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer's expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

3.4 Latin American Services. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen Affiliate which provides the local Service(s) containing terms necessary to comply with local laws/regulations, and such Lumen Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

3.5 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use

**LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

Proposal prepared for CITY & COUNTY OF DENVER - CO - Quote# 12521489 - S
Quote # 12521489

Proposal													
Pricing Prepared For			Prepared On		Price Valid Until		Currency		Total Mrc		Total Nrc		
CITY & COUNTY OF DENVER - CO			09/09/2021		11/07/2021		USD		600.00		0.00		
IP VPN													
Term		Total Mrc			Total Nrc					# Sites			
3 Years		600.00			00					1			
Location			Universal Service	Summary		IP VPN Services			Local Access		Coordinated Services		
Site Name	Count	Site Address	USF	Mrc	Nrc	Port	Mrc	Nrc	Mrc	Nrc	Coordinated Service Type	Asset/Circuit ID	
DENVER, CO - LEVEL 3	USA	Blg:DNVVC OEP 201 W COLFAX AVE DENVER, CO 80202	Interstate	600.00	.00	Gig-Ethernet	245.00	.00	355.00	.00			
Product Details													
Description			Qty	Mrc	Nrc	Priced	Mrc Per	Nrc Per	Usage	Usage Nrc	Vendor	Pop	Distance(km)
A - Blg:DNVVC OEP 201 W COLFAX AVE DENVER, CO 80202			1	355.00	0.00								
A - Blg:DNVVC OEP 201 W COLFAX AVE DENVER, CO 80202			1	45.00	0.00								
A - Blg:DNVVC OEP 201 W COLFAX AVE DENVER, CO 80202			1	200.00	0.00	100.00	2.00/Mb						

Voice Complete Standard											
Term	Total Mrc			Total Nrc			# Sites				
3 Years	See Rate Sheet			See Rate Sheet			See Rate Sheet				
Summary				Coordinated Services							
Mrc		Nrc		Coordinated Service Type			Asset/Circuit ID				
00		00									
Product Details											
Description				Qty	Mrc	Nrc	Priced	Mrc Per	Nrc Per	Usage	Usage Nrc
Voice Complete				See Rate Sheet							
Prepaid Minute				See Rate Sheet							

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: <http://www.lumen.com/ancillary-fees>. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any

911 Acknowledgement

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS

Declarations and Signatures

Customer submits this document as a Customer Order

ENCRYPTED WAVELENGTHS ADDENDUM FOR LEVEL 3 WAVELENGTH SERVICE

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

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

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

3. Customer Responsibilities and Restrictions

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

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

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

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

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

4. Customer's Security Policies/Disclaimers. Customer acknowledges that Level 3 will implement security policies relating to the Encrypted Wavelength Service as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Notwithstanding anything to contrary herein, Level 3 makes no guaranty that the Encrypted Wavelength Service will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LEVEL 3 MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LEVEL 3 MAKES NO WARRANTY OR REPRESENTATION THAT THE ENCRYPTION SERVICES WILL BE UNINTERRUPTED OR ARE CERTIFIED TO COMPLY WITH INFORMATION PROCESSING STANDARDS OR REGULATIONS. Customer's sole remedies for any Service performance issues are set forth in the Service Levels in the Wavelengths (Leased) Service Schedule.

5. Cooperation with Customer Audits. In the event Customer, in order to comply with its specific certification or regulatory reporting requirements, requires information from Level 3 related to the Encrypted Wavelength Service, then Level 3 will cooperate

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

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

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

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

LEVEL 3 COMMUNICATIONS, LLC

CITY & COUNTY OF DENVER - CO

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

NETWORK MANAGEMENT SERVICE EXHIBIT

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

2. Service.

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

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

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

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

(d) CenturyLink Responsibilities.

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

(e) Customer Responsibilities.

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

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

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

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

NETWORK MANAGEMENT SERVICE EXHIBIT

CenturyLink's timing for resolution of problems involving Customer-provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

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

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

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

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

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

3. Term; Cancellation. The term of this Service Exhibit will commence on the Service Commencement Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Service Commencement Date) and continue for 12 months ("Service Term"). The first 12 months of the Service Term will be referred to as the "Minimum Service Term." Each subsequent location added will have its own Minimum Service Term and Service Term. Upon expiration of the Service Term, each Service will automatically renew for the same Service Term as originally selected by Customer, unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under this Service Exhibit is canceled prior to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (b) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived; and (c) a Cancellation Charge (the Cancellation Charge only applies during the initial Service Term and will not apply to any renewal Service Term). The Cancellation Charge applicable to the portion of the Service being canceled during the Minimum Service Term will be 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Minimum Service Term, if any, plus 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term beyond the Minimum Service Term, if any.

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

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

NETWORK MANAGEMENT SERVICE EXHIBIT

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

7. Other Terms.

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

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

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

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

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

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

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

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

NETWORK MANAGEMENT SERVICE EXHIBIT

Pricing Attachment

Network Management Service Pricing

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

NETWORK MANAGEMENT SERVICE EXHIBIT

ATTACHMENT 1

LIMITED LETTER OF AGENCY

between

CITY & COUNTY OF DENVER - CO ("Customer")

and

Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink")

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

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

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

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

CITY & COUNTY OF DENVER - CO

Authorized Signature

Name Typed or Printed

Title

Date

CENTURYLINK IQ® WIRELESS BACKUP SERVICE OFFER ATTACHMENT

This CenturyLink QCC CenturyLink IQ® Wireless Backup Service ("WBS") Offer Attachment ("Attachment") is subject in all respects to the applicable Service Attachments, the Rental CPE Service Exhibit (if applicable), and the CenturyLink Master Service Agreement ("Agreement") between Customer and CenturyLink. For new CenturyLink IQ Networking Internet Port Customers after April 1, 2019, the applicable Service Attachment is the CenturyLink Internet Services Service Schedule. For all other CenturyLink IQ Internet Port Customers, the applicable Service Attachment is the CenturyLink IQ Networking Service Exhibit. For new CenturyLink IQ Networking Private Port Customers after October 7, 2019, the applicable Service Attachment is the CenturyLink MPLS (IPVPN and VPLS) VPN Service Schedule. For all other CenturyLink IQ Networking Private Port Customers, the applicable Service Attachment is the CenturyLink IQ Networking Service Exhibit. Capitalized terms used but not defined in this Attachment are defined in the Agreement or Service Attachments.

1. Scope. WBS provides a temporary wireless backup solution through a wireless enabled device ("Wireless Device") and a wireless connection if a CenturyLink IQ Networking Internet or Private Port ("Port") is unable to transmit and receive data ("Port Interruption"). WBS is designed to automatically route Port traffic to the Wireless Device and wireless network during the Port Interruption. The Wireless Device can be CenturyLink Rental CPE or CenturyLink approved Customer provided equipment. CenturyLink provides WBS on a best efforts basis. CenturyLink does not make any commitment of levels of service, coverage, or class of service over the WBS service, and notwithstanding anything to the contrary in any Agreement with Customer, CenturyLink provides no indemnities or warranties on such WBS service.

2. Restrictions. WBS is subject to the availability, coverage, transmission, and service area limitations of the wireless provider's wireless network. The same features and functions available with a Port may not be available during a Port Interruption.

3. Term; Cancellation. The term of an individual WBS instance begins on the date CenturyLink notifies Customer that a WBS instance is ready for use and will continue until canceled by either party with 60 days' notice. A WBS instance must be terminated at the same time as the cancellation of the associated Port. CenturyLink may also modify rates or discontinue WBS upon expiration of the associated Port's Service Term. If a WBS instance is canceled by Customer for any reason other than for Cause or by CenturyLink for Cause before the end of the first 12 months of its term, Customer must pay CenturyLink a "Cancellation Charge" of \$100 for each canceled WBS instance. If the parties mutually determine that, after testing, a WBS instance at an originally approved location cannot reach the wireless network, Customer may cancel that WBS instance without incurring a Cancellation Charge.

4. Data Plans. A "Data Plan" is a data allowance available for WBS usage for each monthly billing cycle. CenturyLink will bill Customer based on a pooled Data Plan unless Customer opts for a non-pooled Data Plan. Under a pooled Data Plan, the Data Plans within a Data Plan Group are combined into a larger pool of data and CenturyLink calculates the aggregate usage from each pool within the same Data Plan Group. WBS instances in Data Plan Group A cannot be pooled with WBS instances in Data Plan Group B. Each WBS instance's usage is measured and billed individually in a non-pooled Data Plan. If Customer's WBS usage exceeds the Data Plan during a monthly billing cycle, overage charges will apply. Overage charges are rounded up to the next MB or GB depending on the Data Plan Group and may not appear on Customer's invoice until up to two billing cycles after the month in which the overage occurred. Overages in a pooled Data Plan are billed as one overage charge for the pool.

5. Pricing. Customer will pay the applicable MRCs and NRCs as set forth in a valid signed CenturyLink issued quote, Order Form, or in the table below. The WBS charges are in addition to Port charges. If Customer elects to change plans pursuant to section 7 below, all data plan pricing is provided below.

5.1 WBS Bundle Pooled Data Plan.

Data Plan Group	Data Plan per WBS instance	WBS Bundle MRC (A WBS Bundle includes the applicable Data Plan, one Rental CPE Wireless Device (Cradlepoint ARC CBA850 with up to 10 configuration changes per Wireless Device per year), and maintenance)	Overage
A	50 MB	\$44 per WBS instance	\$1.15 per MB over the Data Plan (rounded up to the next MB)
	150 MB	\$49 per WBS instance	
B	250 MB	\$65 per WBS instance	\$10 per GB over the Data Plan (rounded up to the next GB)
	1 GB	\$80 per WBS instance	
	5 GB	\$95 per WBS instance	
	10 GB	\$115 per WBS instance	

5.2 MRC Credits. CenturyLink will apply the following MRC credits if Customer opts out of the WBS Bundle option or the Pooled Data Plan. The credit is based on the above WBS Bundle MRC.

Description	MRC Credit
WBS Only (WBS Only includes the Data Plan only)	CenturyLink will apply a \$20 credit per applicable WBS instance
Non-Pooled Data Plan (can apply to either WBS Bundle or WBS Only) WBSNOPOOL	CenturyLink will apply a \$5 credit per applicable WBS instance

6. Terms and Conditions.

CENTURYLINK IQ® WIRELESS BACKUP SERVICE OFFER ATTACHMENT

6.1 No Wireless Carrier Relationship. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CENTURYLINK AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

6.2 Use. CenturyLink may suspend or terminate existing WBS instances or deny activation to new WBS instances if Customer uses WBS or Wireless Devices: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the network used, operations or customers. Customer will not use WBS for remote medical monitoring.

7. Moves, Changes. Customer can move a WBS instance to another location or change Data Plans subject to conditions. The new location must qualify for WBS. If Customer increases the Data Plan or switches from a non-pooled Data Plan to a pooled Data Plan, the charges and data allowance for the new Data Plan will take effect during the current billing cycle. If Customer decreases the Data Plan or switches from a pooled Data Plan to a non-pooled Data Plan, the charges and data allowance for the new Data Plan will take effect the following billing cycle.

8. Wireless Devices.

8.1 Rental CPE. The CenturyLink provided Wireless Device identified above is provided as Rental CPE and is subject to the Rental CPE Service Exhibit. CenturyLink may use a repackaged Wireless Device or substitute the Wireless Device with another Wireless Device. The Cradlepoint Wireless Device includes 8x5 NBD maintenance using ProMET® Remote Standard with up to 10 Rental CPE configuration changes per year. Maintenance is provided as described in the applicable Detailed Description. If Customer requests password access for the Wireless Device and CenturyLink grants such access then (a) Customer shall waive any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Wireless Device, if a problem is caused by such action, (b) CenturyLink may refuse providing any CPE configuration assistance or any such assistance provided will be at CenturyLink's then current time and material rates.

8.2 Wireless Device Purchase. If Customer pays for the CenturyLink provided Wireless Device for 36 months or more, Customer may purchase that Wireless Device at its fair market value. If Customer intends to purchase a Wireless Device, Customer must notify CenturyLink of such intention at least 60 days in advance. Customer will purchase the Wireless Device on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Wireless Device will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of the Wireless Device, CenturyLink will no longer provide maintenance support or any configuration changes. Customer is responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Wireless Devices. Customer is also responsible for proper disposal of all purchased Wireless Devices and hereby releases CenturyLink from all and any liability relating in any way to a purchased Wireless Device.

8.3 Customer Provided Wireless Devices. A Customer provided Wireless Device must be private network certified and approved by CenturyLink before ordering WBS.

9. Optional Cradlepoint Wireless Antenna. Customer may also order an optional Cradlepoint Wireless Antenna ("Antenna") to enhance the signal strength of the Cradlepoint Wireless Device. Customer may not order an Antenna if Customer is providing their own Wireless Device. Customer will pay an additional MRC for the Antenna as identified in the table below. The Antenna will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. A CenturyLink technician will extend the Antenna cabling, shipped with the Antenna, to Customer's Cradlepoint router, assuming that it is within the distance of the two provided cables (15' each), is in the same equipment room, and does not require special tools or ladders to do so ("Basic Installation"). Basic Installation is included. If CenturyLink determines additional installation work is required, CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days ("Installation NRC"). Customer has no rights or interest to the Antenna other than as provided herein and will hold the Antenna subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the Antenna free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the Antenna, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the Antenna and will allow CenturyLink the inspection of the Antenna at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the Antenna following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink, its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

9.1 Antenna Term; Cancellation. The Antenna order requires a minimum service term of 12 months. The Antenna service term will begin on the date that the Antenna is installed and will continue until canceled by either party with 60 days' notice. If Customer cancels the Antenna service prior to the expiration of the service term for reasons other than cause, Customer will pay to CenturyLink an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the Antenna service term. At the end of the Antenna service term, Customer must return the Antenna to CenturyLink within 15 days of termination. CenturyLink will provide Customer with return instructions. Customer will deliver the

CENTURYLINK IQ® WIRELESS BACKUP SERVICE OFFER ATTACHMENT

Antenna to CenturyLink in the same condition it was on the Service Commencement Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If the Antenna is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Antenna and CenturyLink may invoice Customer the then-current value of the Antenna ("Replacement Cost"). If Customer cancels WBS, the Antenna service will also be deemed cancelled, and the Antenna cancellation provisions will apply appropriately.

9.2 Antenna Replacement. CenturyLink will not provide maintenance related to the Antenna. If the Antenna is replaced due to loss or damage (for example, damage from accident, misuse or abuse), Customer will pay the Replacement Cost for the Antenna, and (b) a one-time charge to cover CenturyLink's cost to ship the new Antenna. The terms and conditions in this Offer Attachment will continue to apply.

9.3 Insurance. Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Antenna, the following insurance: (a) "All-Risk" property insurance covering the Antenna for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

9.4 Optional Additional Cradlepoint Antenna MRC.

Description	MRC
Cradlepoint Antenna and Installation1	\$40 per instance

Basic Installation is included in the Antenna MRC. Any installation procedures other than basic installation will be subject to an additional one-time Installation NRC.

10. Thirty Day Trial. Customer may, upon five days prior written notice, cancel all WBS instances, including any additional Antennas, within 30 days after the installation of the first WBS instance without incurring WBS or Antenna Cancellation Charges. If Customer cancels WBS under this provision, Customer must pay any NRCs and the MRCs accrued up to the date of termination. If Customer does not provide such notice, WBS will remain in effect and will be subject to the Cancellation Charges specified in this Attachment.

11. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. This Attachment, the Service Exhibits, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

12. Other Terms.

12.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Offer Attachment.

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

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

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

12.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at:

CENTURYLINK IQ® WIRELESS BACKUP SERVICE OFFER ATTACHMENT

Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

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

12.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Offer Attachment, the Service Attachments, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Attachments, and then the Agreement.

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

CENTURYLINK® DOMESTIC NETWORK DIVERSITY® SERVICE EXHIBIT

1. General; Definitions. This Service Exhibit is applicable only where Customer orders Domestic Network Diversity (the "Service" or "Diversity") for underlying services in the continental United States and incorporates the terms of the Master Service Agreement or other service agreement and RSS, under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order. Customer may submit requests for Service in a form designated by CenturyLink ("Order").

"Card Diversity" means the secondary or diverse circuit that originates and/or terminates onto a separate card on the same device within the same CenturyLink POP as the primary circuit.

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

"Dedicated IP Access" means a special access local loop connection, from the Customer premises to an IP POP ("POP").

"Device Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate aggregation device (such as routers, switches) within the same IP POP as the primary service.

"ELA" or "Ethernet Local Access" means CenturyLink Provided Access using Ethernet over SONET technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps).

"IP POP" is a CenturyLink POP where IP edge routers are located on the CenturyLink Domestic Network and IQ Networking Service is available.

"IP POP Diversity" means the diverse circuit that originates and/or terminates in a physically separate IP POP from the primary circuit.

"CenturyLink POP" means a point of presence ("POP") on the CenturyLink Domestic Network.

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

"Single Circuit Diversity" unless otherwise stated in this Service Exhibit, means an individual circuit on the CenturyLink Domestic Network that either: (a) is routed to, or; (b) avoids a specified geographic location along the circuit's path between the originating and terminating CenturyLink transport POP buildings, subject to availability.

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

"Special Access" means CenturyLink Provided Access using Digital Signal speeds DS-0, DS-1, and DS-3 or Optical Carrier signal speeds OC-3, OC-12, OC-48, and OC-192.

"Switch Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate CenturyLink switch from the primary circuit. Depending on available network facilities, the circuits may originate and/or terminate at the same or different CenturyLink POP.

"Transport Diversity" means two or more diversely related circuits that are independently routed on the CenturyLink Domestic Network transport systems between the originating and terminating CenturyLink POP buildings, subject to availability. At Customer's request and subject to availability, CenturyLink will provision diversely related Underlying Services from different CenturyLink POP buildings in the originating and/or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

"Underlying Service" means an approved CenturyLink service offering on the CenturyLink Domestic Network that also supports Diversity.

"Wavelength Local Access" means CenturyLink Provided Access using wave division multiplexing technology 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.

2. Service.

2.1 Description. Diversity is an enhanced routing option that routes an Underlying Service according to either: (a) a Customer-defined routing between two or more diversely related circuit(s); or (b) a predefined path that either routes to or avoids a specified geographic location on the circuit path ("Single Circuit Diversity") according to Customer's requirements, unless otherwise noted below; and (c) identifies and maintains the diversely routed circuit(s) in the CenturyLink provisioning systems, until the Service is cancelled. Diversity does not provide switching and/or routing of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit or port. CenturyLink only offers protection switching, if any, inherent with the Underlying Services. The Diversity options described in this Service Exhibit are subject to availability and technical feasibility. The SLA is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink's Underlying Services include: Domestic Private Line Service, EPL, Optical Wavelength, IQ

CENTURYLINK® DOMESTIC NETWORK DIVERSITY®

SERVICE EXHIBIT

Networking Service (including Internet Ports and Private Ports), ATM Service, Frame Relay Service, Dedicated Domestic Outbound/Inbound Long Distance Service ("Long Distance"), and related Local Access Service. The Underlying Services will, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Agreement, Service Exhibits, and/or RSS applicable to the Underlying Services.

2.2 Diversity Configurations. Diversity configurations vary based on the Underlying Service. See below for options, subject to available network facilities.

(a) Domestic Private Line Diversity Service. Domestic Private Line Diversity Service is offered at circuit speeds of DS-1, DS-3, OC-3, OC-12, and OC-48. CenturyLink does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. CenturyLink's routing of the diverse Domestic Private Line circuit(s) is based on the route of the designated working path of the circuit(s). Domestic Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(b) EPL Diversity Service. EPL Diversity Service is offered at circuit speeds of 50 Mbps, 100 Mbps, 150 Mbps, 500 Mbps, 600 Mbps, and 1000 Mbps. CenturyLink's routing of the diverse EPL circuit(s) is based on the route of the designated working path of the circuit(s). EPL Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

(c) Optical Wavelength Diversity Service. Optical Wavelength Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating CenturyLink POP at circuit speeds of 1 GbE, 2.5 Gbps and 10 Gbps. Optical Wavelength Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

(d) IQ Networking Diversity Service. IQ Networking is offered at circuit speeds of DS-1, IMA (2xDS-1 up to 8xDS-1s), DS-3, OC-3, OC-12, and OC-48 transmission rates. DS-1s within an Nx bundle must all connect to the same POP. IQ Networking Diversity Service is offered in the following configurations but not in combination: IP POP Diversity, Device Diversity, Card Diversity, or Single Circuit Diversity. IQ Networking Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified IP POP. The secondary or diverse circuit cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(e) ATM/Frame Relay Diversity Service. ATM Diversity Service is offered at circuit speeds of DS-1, IMA (2xDS-1 up to 8xDS-1s), DS-3, OC-3, and OC-12 and Frame Relay Diversity Service is offered at circuit speeds of DS-1 and DS-3. DS-1s within an Nx bundle must all connect to the same POP. ATM/Frame Relay Diversity is offered in the following configurations, but not in combination: POP Diversity, Switch Diversity, Card Diversity, or Single Circuit Diversity. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(f) Long Distance Diversity Service. Long Distance Diversity Service is offered at circuit speeds of DS-1, DS-3, OC-3, OC-12, and OC-48. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit. Long Distance Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity, Switch Diversity, or Card Diversity. Long Distance Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified CenturyLink voice switch.

(g) Local Access Diversity Service. Local Access Diversity Service is an enhancement to Local Access that: (a) routes circuits based on Customer's reasonable routing requirements; and (b) identifies and maintains the Local Access circuits as diversely routed circuits in the CenturyLink provisioning systems. Local Access Diversity Service is offered with: (c) Special Access at circuit speeds of DS-1, 2xDS-1 up to 8xDS-1*, DS-3, OC-3, OC-12, and OC-48; (d) ELA at bandwidths varying from 1 Mbps to 1000 Mbps (1Gbps); or (e) Wavelength Local Access at 1 Gbps, 2.5 Gbps and 10 Gbps and may include CenturyLink ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. DS-1s within an Nx bundle must all connect to the same POP. CenturyLink does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer.

2.3 Ordering of Diversity Services. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering the date by which CenturyLink will install Service (the "Customer Commit Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Date, but the inability of CenturyLink to deliver Service by that date will not be a default under the Agreement.

2.4 Service Conditions.

(a) CenturyLink will not provide special construction as part of the Service. Any requests for special construction are handled on an individual case basis.

(b) Customer understands and agrees that CenturyLink has no visibility into the location of fiber strands, conduits, and other network facilities of other carriers and that CenturyLink will not attempt to identify and/or manage other carrier's facilities as part of the Service. Furthermore, Customer understands and agrees that CenturyLink may rearrange (groom) Customer's circuits in accordance with standard CenturyLink network maintenance activities. If a CenturyLink-initiated network rearrangement removes the Customer's diversity, then CenturyLink will notify Customer to determine alternative Diversity solutions, if any.

(c) Customer may experience increased latency on diversely routed circuit(s) due to increased actual routing mileage.

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(d) Single Diverse Circuit Additional Mileage Charges. If CenturyLink, in its sole discretion, determines that Customer's specified geographic routing criteria on a Single Circuit Diversity request results in excessive additional mileage, CenturyLink may charge Customer actual mileage charges on the Underlying Service.

(e) Customer acknowledges that diverse circuits must have traffic on them for CenturyLink to monitor connectivity.

3. Term. The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the termination of the last Service ordered under this Service Exhibit. Service will automatically terminate on the termination of the Underlying Service.

4. Charges. Customer will pay all Diversity charges set forth in a valid quote, Order Form or Pricing Attachment, in addition to the charges for the Underlying Services. If backhaul routing is required to complete Customer's Diversity order for IQ Networking (including Internet Ports and Private Ports), ATM Service, Frame Relay Service, or Long Distance, Customer will pay the backhaul charges for each diversely routed circuit. CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). The Service is not entitled to the CTA Discount. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

5. Other Terms.

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

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

(a) Cancellation. Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. Cancellation of an Order for Diversity will also cancel the Order for the Underlying Service and any cancellation charges for the Underlying Service will apply.

(b) Termination. Either party may terminate Diversity (i) after the delivery of a Connection Notice upon 60 days' prior written notice to the other party, or (ii) for Cause. If Customer terminates Diversity for any reason other than for Cause, or if Diversity is terminated by CenturyLink for Cause, Customer will also terminate the Underlying Service and Customer will pay CenturyLink the termination charge for the Underlying Service in addition to any charges for Diversity incurred but unpaid through the effective date of the termination. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the applicable termination charges for all Services, in addition to any and all charges that are accrued but unpaid as of the termination date.

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

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

5.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms.

5.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting

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on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

5.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

5.8 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

ETHERNET PRIVATE LINE SERVICE EXHIBIT

1. General. CenturyLink QCC will provide domestic Ethernet Private Line Service ("EPL" or "Service") under the terms of the Agreement, this Service Exhibit and the RSS.

2. Service Description and Availability.

2.1 Description. Service is a point-to-point, dedicated, non-switched, full duplex data transmission for the carriage of Customer's interstate Ethernet traffic between two CenturyLink points of presence ("POPs") located on the CenturyLink Domestic Network. Service originates from and terminates on CenturyLink specified demarcation points located at the CenturyLink POPs. Service complies with Ethernet over SONET standards. Subject to availability, Service supports data speeds of 50 megabits per second ("Mbps"), 100 Mbps, 150 Mbps, 600 Mbps, and 1000 Mbps and a 1000Base-LX interface. Additional speeds and interfaces may be available and vary by location. Service extends to and includes the network equipment maintained by CenturyLink at the designated interface demarcation points located at the CenturyLink POPs.

2.2 Associated Local Access. Customer is required to have the CenturyLink Local Access Service Exhibit that includes compatible Ethernet Local Access in conjunction with this Service Exhibit (ELA over SONET is the most compatible). The local access provides the physical connection between the Service's termination point at the CenturyLink POPs located on the CenturyLink Domestic Network and the termination point of the local access at Customer's service address.

2.3 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. Charges. Customer will pay the rates set forth in the attached pricing attachment. The MRCs set forth in the pricing attachment will 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. Service MRCs for interLATA EPL are determined by the bandwidth, expressed in Mbps or gigabits per second ("Gbps"), and by the mileage range applicable to each Service's domestic V & H Miles as determined by CenturyLink. The rates for the Local Access Service are separately presented in the Local Access Service Exhibit. Construction charges apply if special construction is required to install the Service or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled and the Cancellation Charge does not apply.

4. Term; Cancellation. 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 pricing attachment ("Initial Service Term"). The Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, the Service will automatically renew on a month-to-month basis, unless either party elects to cancel the Service by providing 30 days prior written notice of such cancellation to the other party. CenturyLink reserves the right to change rates for an individual Service at any time after its Initial Service Term to CenturyLink's then-current month-to-month or standard pricing. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of the Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (b) 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. 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 (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term.

5. SLA. Service is subject to the CenturyLink Domestic Ethernet Private Line Service Level Agreement ("SLA") located at qwest.centurylink.com/legal/, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA.

6. 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. states, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit 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 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.

"V & H Miles" means the airline mileage for the interoffice channel ("IOC") between CenturyLink POPs.

ETHERNET PRIVATE LINE SERVICE EXHIBIT
PRICING ATTACHMENT

Mileage													
Speed Mbps	0-499	500-599	600-699	700-799	800-899	900-999	1000-1249	1250-1499	1500-1749	1750-1999	2000-2499	2500-2999	3000+
50	\$1,871	\$2,011	\$2,162	\$2,324	\$2,498	\$2,685	\$2,887	\$3,103	\$3,336	\$3,586	\$3,855	\$4,144	\$4,455
100	\$2,526	\$2,716	\$2,919	\$3,138	\$3,374	\$3,627	\$3,899	\$4,191	\$4,506	\$4,843	\$5,207	\$5,597	\$6,017
150	\$2,806	\$3,016	\$3,242	\$3,486	\$3,747	\$4,028	\$4,330	\$4,655	\$5,004	\$5,379	\$5,783	\$6,216	\$6,683
200	\$3,085	\$3,317	\$3,565	\$3,833	\$4,120	\$4,429	\$4,761	\$5,119	\$5,502	\$5,915	\$6,359	\$6,836	\$7,348
250	\$3,085	\$3,317	\$3,565	\$3,833	\$4,120	\$4,429	\$4,761	\$5,119	\$5,502	\$5,915	\$6,359	\$6,836	\$7,348
300	\$3,730	\$4,010	\$4,311	\$4,634	\$4,982	\$5,355	\$5,757	\$6,189	\$6,653	\$7,152	\$7,688	\$8,265	\$8,885
350	\$3,730	\$4,010	\$4,311	\$4,634	\$4,982	\$5,355	\$5,757	\$6,189	\$6,653	\$7,152	\$7,688	\$8,265	\$8,885
400	\$4,504	\$4,842	\$5,205	\$5,596	\$6,015	\$6,466	\$6,951	\$7,473	\$8,033	\$8,636	\$9,283	\$9,980	\$10,728
450	\$4,504	\$4,842	\$5,205	\$5,596	\$6,015	\$6,466	\$6,951	\$7,473	\$8,033	\$8,636	\$9,283	\$9,980	\$10,728
500	\$5,386	\$5,790	\$6,224	\$6,691	\$7,193	\$7,732	\$8,312	\$8,935	\$9,605	\$10,326	\$11,100	\$11,933	\$12,828
550	\$5,386	\$5,790	\$6,224	\$6,691	\$7,193	\$7,732	\$8,312	\$8,935	\$9,605	\$10,326	\$11,100	\$11,933	\$12,828
600	\$6,482	\$6,968	\$7,491	\$8,053	\$8,657	\$9,306	\$10,004	\$10,754	\$11,561	\$12,428	\$13,360	\$14,362	\$15,439
650	\$6,482	\$6,968	\$7,491	\$8,053	\$8,657	\$9,306	\$10,004	\$10,754	\$11,561	\$12,428	\$13,360	\$14,362	\$15,439
700	\$7,471	\$8,032	\$8,634	\$9,282	\$9,978	\$10,726	\$11,530	\$12,395	\$13,325	\$14,324	\$15,398	\$16,553	\$17,795
750	\$7,471	\$8,032	\$8,634	\$9,282	\$9,978	\$10,726	\$11,530	\$12,395	\$13,325	\$14,324	\$15,398	\$16,553	\$17,795
800	\$8,568	\$9,210	\$9,901	\$10,644	\$11,442	\$12,300	\$13,223	\$14,214	\$15,280	\$16,426	\$17,658	\$18,983	\$20,406
850	\$8,568	\$9,210	\$9,901	\$10,644	\$11,442	\$12,300	\$13,223	\$14,214	\$15,280	\$16,426	\$17,658	\$18,983	\$20,406
900	\$9,890	\$10,632	\$11,429	\$12,286	\$13,208	\$14,198	\$15,263	\$16,408	\$17,639	\$18,961	\$20,384	\$21,912	\$23,556
950	\$9,890	\$10,632	\$11,429	\$12,286	\$13,208	\$14,198	\$15,263	\$16,408	\$17,639	\$18,961	\$20,384	\$21,912	\$23,556
1000	\$11,417	\$12,273	\$13,193	\$14,183	\$15,246	\$16,390	\$17,619	\$18,941	\$20,361	\$21,888	\$23,530	\$25,294	\$27,192

FIBER + INTERNET PACKAGE ATTACHMENT

This CenturyLink QCC Fiber + Internet Package Attachment ("Attachment") is subject in all respects to the Domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit (collectively, the "Service Exhibits"), and the CenturyLink Master Service Agreement ("Agreement") between Customer and CenturyLink. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibits.

1. Scope. The purpose of this Attachment is to offer package pricing ("Package Pricing") for Customers purchasing a suite of CenturyLink services provided as a package, including CenturyLink IQ Networking Service, CenturyLink Local Access Service, and Rental CPE with maintenance (collectively, "Fiber + Internet Package" or the "Services"). Package Pricing is shown in Attachment 1 to this Attachment or in a signed quote or Order Form, incorporated by reference. Unless otherwise stated in this Attachment, or otherwise in the Agreement, Package Pricing is exclusive of, and may not be combined with, any other offers, discounts, or promotions. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits. CenturyLink may, in its sole discretion, determine how long it will accept orders and quotes associated with this Attachment. Cancellation Charges apply if Customer terminates a Fiber + Internet Package before the expiration of the Service Term. Additional charges may apply as set forth in the Agreement, including any attachments or Order Form.

2. Fiber + Internet Package Solutions Descriptions. Different features are available with each Fiber + Internet Package type (collectively, "Package Solutions").

"Standard" is a combination of a CenturyLink IQ® Networking Internet Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Standard includes 10 Rental CPE configuration changes per year.

"Pro" includes all Services and components offered in Standard, plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration, and an Ethernet switch/router.

3. Restrictions; Eligibility; No Resale.

3.1 Restrictions. Customer must order all the applicable Services at the same time. Fiber + Internet Package Pricing will apply only if the Rental CPE is configured and installed specifically for use with the CenturyLink IQ Networking Port(s). CenturyLink will, as part of the Service provisioning process, identify for Customer whether its Local Access technology is IP Connection as described in the Local Access Service Exhibit. When purchasing IP Connection, Customer agrees that it will use the IP Connection attached to a CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection is attached to a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (i) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use at least one NBS instance per CUG (closed user group) that includes that Private Port or (ii) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so that each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted above.

3.2 Eligibility. Fiber + Internet Package Pricing applies to CenturyLink IQ Networking Ethernet Ports at the following bandwidths, if available at Customer's location: Ethernet 40, 60, 80, 100, 200, 300, or 500 Mbps, or 1 Gbps ("Fiber + Internet Ports"). Fiber + Internet Package Pricing is only available to customers located within a building where CenturyLink fiber facilities are available, and that has been designated by CenturyLink for inclusion in this offer. Building locations that are not served with CenturyLink fiber or not designated for inclusion in this offer are not eligible for Fiber + Internet Package Pricing. CenturyLink may modify or discontinue Fiber + Internet Package Pricing after the Service Term for each Fiber + Internet Package Solution is completed. Upgrades and additional Fiber + Internet Package Solutions after the initial order(s) may be subject to then-current Fiber + Internet Package Pricing. If CenturyLink determines after entering into this Agreement or after accepting an Order Form that a Customer location is not eligible for Service, CenturyLink has no obligation to provide Service at that location.

3.3 No Resale. Customer warrants: 1) Services are for its own use and 2) It will not resell the Services or extend any Services for a fee to others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law.

4. Term. Customer must have an Agreement Term of 36 and Customer must agree to use all the Services under each Fiber + Internet Package Solution for the minimum number of months associated with the Fiber + Internet Package Pricing shown in Attachment 1 or in a signed quote or Order Form ("Service Term"). Each Fiber + Internet Package Solution will have its own Service Term, beginning on the Service Commencement Date. Upon completion of the Service Term, the applicable Fiber + Internet Package Solution will continue until canceled by either party with 60 days' notice. The Term defined in this section will apply for all Service elements in lieu of any minimum service term defined in the Service Exhibits. If a Fiber + Internet Package Solution is canceled by Customer for any reason other than for Cause or by CenturyLink for Cause before the Service Term is completed, then Customer must pay CenturyLink the following Cancellation Charges: the sum of: (1) all unpaid amounts for Services actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Services hereunder. The charge in the Rental CPE section that applies if Customer fails to return Rental CPE to CenturyLink will also apply.

FIBER + INTERNET PACKAGE ATTACHMENT**5. Upgrades.****5.1 Bandwidth Upgrade; Pro Upgrade.**

“Bandwidth Upgrade” means Customer is eligible to upgrade to a higher bandwidth level if Customer has completed at least three months of the applicable Fiber + Internet Package Solution’s Service Term.

“Pro Upgrade” means Customer is eligible to upgrade from a Standard to a Pro package at the same bandwidth level at any time during the Service Term.

For purposes of this section, Bandwidth Upgrades and Pro Upgrades are collectively referred to as “Upgrades.” Upgrades must begin a new Service Term at the time of the Upgrade. All Upgrades are subject to a \$275 Upgrade NRC, must occur during the Service Term, have the same or longer Service Term, and Customer must pay the MRCs associated with the new Package Solution. With some Upgrades, Customer may be required to amend the Agreement to add new pricing information or to change the Term to a longer Term. CenturyLink will waive the Fiber + Internet and Local Access ELA Cancellation Charges if (a) access is ELA and (b) the Fiber + Internet Package remains at the same Service Address (as defined in the Local Access Service Exhibit). If necessary, Customer’s existing Rental CPE may be replaced to support the higher bandwidth level or a different package type (e.g., Standard to Pro). If there is a replacement, the existing Rental CPE associated with Customer’s initial Fiber + Internet Package Solution must be returned within 15 calendar days of the new Rental CPE installation.

5.2 Maintenance Upgrade. Customer may upgrade to a Fiber + Internet Package Solution with 24x7 on-site maintenance (ProMet® On-Site Premium Service) during the Service Term without restarting a new Service Term, provided that: (A) Customer’s location and Rental CPE device qualifies; (B) Customer keeps the same package type and the same bandwidth; (C) Customer pays a \$275 Upgrade NRC; and (D) Customer pays the MRCs specified in the applicable Fiber + Internet Package Solution with 24x7 on-site maintenance going forward. Customer may be required to amend the Agreement to add new pricing information.

6. Pricing. The Fiber + Internet Package Pricing is set forth in Attachment 1 or in a signed quote or Order Form. Package Pricing applies to Service elements as described in the following sub-sections.

6.1 CenturyLink IQ Networking Service. Fiber + Internet Port pricing is set forth in Attachment 1 or in a signed quote or Order Form. Bandwidths and port types eligible for Package Pricing are at CenturyLink’s discretion. Not all bandwidths are available at all locations. Package Pricing only applies to the bandwidth, port type, and service location set forth in Addendum A or in a signed quote. Additions and Upgrades are subject to then-current bandwidth and port type availability.

6.2 Local Access Service. Local Access MRCs and NRCs are set forth in Attachment 1 or in a signed quote or Order Form. If required, CenturyLink will provide Extended Wiring at no additional charge. CenturyLink will not waive any special Construction fees or other ancillary fees. For purposes of this Fiber+ Internet Package Attachment, Extended Wiring under the Local Access Service Exhibit will include Ethernet Local Access.

6.3 Rental CPE. The Rental CPE MRC is included in the Fiber + Internet MRC. CenturyLink may provide equipment from various manufacturers at its discretion. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink’s discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description: 8x5 NBD maintenance uses ProMet® On-Site Standard Service; and 24x7 on-site maintenance uses ProMet® On-Site Premium Service. CenturyLink will charge an additional \$50 MRC for a 12 or 24 month Service Term or a \$40 MRC for a 36 month or longer Service Term for each site that uses 24x7 ProMet® On-Site Premium Service. Customer’s location must qualify for Fiber + Internet Package Solutions with ProMet® On-Site Premium Service.

Customer is currently eligible to receive the following optional CenturyLink business applications provided by CenturyLink affiliate Savvis Communications Corporation and its affiliates with the Fiber + Internet Package at no additional charge. This offering may be modified or discontinued for future Fiber + Internet Package purchases. You will receive a URL and log-in credentials to access your business applications. When you first log in to the Management Console, you will be asked to accept the terms and conditions before activating the applications. The optional business applications are governed by the business applications terms and conditions also found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each
Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional services at the following website: <https://apps.centurylink.com/login>. Additional charges will apply

FIBER + INTERNET PACKAGE ATTACHMENT

7. SLA. "SLA" means the Business Bundles Retail Service Level Agreement located at <http://www.centurylink.com/legal/sla.html>, which is subject to change. Regardless of language to the contrary elsewhere in the Agreement, this SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Services.

8. Miscellaneous. All other terms not specifically set forth in this Fiber + Internet Package Attachment, including without limitation, any other rate elements, are as stated in the Agreement and the CenturyLink IQ Networking, Rental CPE, and Local Access Service Exhibit. If there is a conflict, the order of control is: this Attachment and the Agreement.

9. Other Terms.

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

9.2. Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges set forth in in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

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

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

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

FIBER + INTERNET PACKAGE ATTACHMENT

PRICING ATTACHMENT

60 Month Term:

Bandwidth	MRC	Install
50 Mbps	\$104.00	Waived
100 Mbps	\$139.00	Waived
500 Mbps	\$279.00	Waived
1000 Mbps	\$399.00	Waived

****Only Available at Qualified "On-Net Locations"***

****Quoted pricing is for 8x5 CPE Maintenance, 24 x 7
Maintenance is Available for an Additional \$40.00/month***

**** Only Available with Electrical Hand-off and up to
1000 Mbps Bandwidth Profiles.***

METRO PRIVATE LINE SERVICE EXHIBIT

1. Definitions. Capitalized terms not defined in this Exhibit are defined in the Agreement. CenturyLink QCC will provide CenturyLink Metro Private Line Service ("Service") under the terms of the Tariff, Agreement, RSS, and this Service Exhibit.

"Demarcation Point" is: (a) the physical interface between CenturyLink's network (or the third party provider's network for Off-Net Circuits) and Customer's telecommunications equipment; or (b) the point where CenturyLink's outside distribution network facilities terminate which is usually the building's equipment or MPOP.

"Equipment" means all telecommunications equipment, including the connecting conduit required to provide the Service.

"Landlord" means the owner of the building where an On-Net Circuit is located.

"MPOP" means Minimum Point of Presence.

"On-Net Circuit" means the Service is provisioned on the CenturyLink-owned and operated domestic fiber optic network.

"Off-Net Circuit" means the Service is provisioned on a combination of CenturyLink-owned and operated facilities and facilities ordered and leased from a third party provider, facilitated and managed by CenturyLink on Customer's behalf.

"Property" means the location, building, and real property where Customer is located.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the circuit is ready. 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 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.

2. Service.

2.1 Description. The Service provides dedicated, point-to-point, private line connections between two points of termination. The Service may be provisioned as an On-Net Circuit or as an Off-Net Circuit. The Service includes the equipment maintained by CenturyLink at the Demarcation Point of the Service at the applicable service address. The Service has only one Demarcation Point per service address and any extension beyond such Demarcation Point is the sole responsibility of Customer. Each Service typically has a loop back device at the Demarcation Point that allows CenturyLink to perform remote testing from the Demarcation Point provided however that DS1 Service in certain buildings can only be remote loop-back tested from the MPOP. "SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Metro Private Line Service.

2.2 Multiplexing. CenturyLink offers multiplexing as an additional Service hereunder. At Customer's request and where available, CenturyLink will multiplex a Metro Private Line circuit for an additional charge. For On-Net Circuit multiplexing, CenturyLink provides lower level circuit handoffs to Customer at a single service address in conjunction with a higher-level On-Net Circuit. For Off-Net Circuit multiplexing, CenturyLink facilitates the delivery of lower level circuit handoffs to Customer in multiple service addresses in conjunction with a higher-level Off-Net Circuit. Multiplexing is generally available for DS-1, DS-3, and OC-n circuits.

2.3 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its traffic will be interstate traffic.

2.4 Provisioning of Metro Private Line Services.

- (a)** CenturyLink will use commercially reasonable efforts to install each Service on or before the Due Date, but the inability of CenturyLink to deliver a Service by such date will not be a default under the Agreement. If CenturyLink fails to make Service available (excluding ICB Service) within 90 calendar days after the acceptance of the Order Form ("Due Date"), then Customer's sole remedy will be to cancel the Order Form which pertains to such Service by giving CenturyLink five calendar days written notice prior to CenturyLink's delivery of the Service to Customer provided, however, that Customer will reimburse CenturyLink for any third party charges incurred by CenturyLink as a result of its efforts to install the Service. "ICB Service" is Service for which CenturyLink must perform special construction.

2.5 Cancellation or Modification of Order Forms Prior to Acceptance Testing.

- (b)** On-Net Circuit Cancellation: Customer may cancel an On-Net Circuit or delay the due date for an On-Net Circuit for which no special construction by CenturyLink is necessary by providing CenturyLink with written notice of such cancellation at least three business days before the date CenturyLink is scheduled to deliver such On-Net Circuit to Customer for acceptance testing and by paying CenturyLink any third party charges

METRO PRIVATE LINE SERVICE EXHIBIT

incurred by CenturyLink to fulfill the order prior to the receipt of Customer's notice and a cancellation charge of \$500. In the event that Customer provides CenturyLink with notice of Customer's intent to cancel an On-Net Circuit between the period beginning three business days before and ending on the date CenturyLink is scheduled to deliver such On-Net Circuit to Customer for acceptance testing, Customer may terminate such On-Net Circuit by paying CenturyLink: (i) any third party charges incurred by CenturyLink to fulfill the order prior to the receipt of Customer's notice; (ii) a cancellation charge of \$500; and (iii) one month's recurring charges for DS1 and DS3 Service, or six months' recurring charges for a canceled OC-N Service. If Customer cancels at any time prior to acceptance testing an On-Net Circuit for which special construction is required, Customer will pay the termination charges set forth in the Term/Termination section below.

- (c) **Off-Net Circuit Cancellation:** Customer may cancel an Off-Net Circuit prior to the date CenturyLink delivers such Off-Net Circuit to Customer for acceptance testing, by providing CenturyLink with no less than five business days notice and by paying CenturyLink any and all third party costs and expenses incurred by CenturyLink to install and cancel such Off-Net Circuit and all applicable nonrecurring charges. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer does not approve such construction, CenturyLink will not charge a cancellation charge for that circuit only.

2.6 Requirements for On-Net Circuits.

- (d) Customer represents and warrants to CenturyLink that Customer has the authority to grant CenturyLink the right to: (i) install, operate, pull, repair, replace, maintain, upgrade and remove Equipment on the Property; and (ii) provide the Service as contemplated by the Agreement. If the Service requires the alteration of areas of the Property (including the construction of conduits from the public right of way across the Property and into and through the building) or installation of Equipment in areas of the Property in which Customer does not have the authority to allow such installation or alteration ("Unauthorized Areas"), Customer will secure from the Landlord, in a form reasonably acceptable to CenturyLink, any consent necessary to allow CenturyLink to perform such installations or alterations.
- (e) Customer will provide to CenturyLink non-exclusive access to the Property during normal business hours and reasonable access at all other times (on a 24x7 basis, 365 days per year) for all purposes as necessary to deliver the Service. Customer will pay for any damage to the Equipment or personal property of CenturyLink where Customer or any of its agents, representatives, employees, contractors, subcontractors or invitees causes such damage. Customer will pay or cause to be paid all reasonable costs associated with any relocation of Equipment requested by Customer during the term of the Agreement.
- (f) Customer will provide to CenturyLink: (i) HVAC sufficient to maintain an ambient temperature of 50° F to 86° F and relative non-condensing humidity; (ii) AC power consisting of commercial, unprotected and interruptible 120 volt, 30 amp each, single phase, duplex outlets; (iii) DC power consisting of fused 30 amp A supply and fused 30 amp B supply, negative 48 volts, for each rack; (iv) fire suppression system consisting of either a sprinkler system or other system that complies with local, state and federal laws and regulations; (v) battery reserve; and (vi) grounding. CenturyLink will in no event be liable for any delay in the provision of the Service as a result of Customer's inability to meet the operating requirements set forth in this paragraph.
- (g) Customer represents that, to the best of its knowledge, the Property is free from any hazardous or toxic substances (including asbestos) and is in compliance with all applicable laws. If any hazardous or toxic substances exist on the Property, CenturyLink will have no obligation to remediate, abate or remove such hazardous or toxic substances, provided that CenturyLink is not responsible for their presence.
- (h) The Equipment belongs solely to CenturyLink. Upon the expiration (or termination) of the Agreement, CenturyLink may, at its expense, remove any and all Equipment from the Property.
- (i) CenturyLink's performance of its obligations under the Agreement is contingent upon CenturyLink obtaining all permits, licenses, and other governmental approvals required to install and operate the Equipment at the Property and provide the Service to Customer.
- (j) Customer understands that a Landlord is not a party to this Agreement and is not providing any of the Service described herein. Customer expressly waives all claims against a Landlord arising out of this Agreement. The rights or remedies Customer may have against a Landlord will be those set forth in or arising out of an agreement directly between Customer and Landlord.

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

METRO PRIVATE LINE SERVICE EXHIBIT

("Term"). Upon expiration of the Term, each Service will automatically renew for another Term, unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under this Service Exhibit is canceled prior to the expiration of the applicable Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (b) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived; (c) construction costs and expenses incurred by CenturyLink to install such Service, if applicable; and (d) a cancellation charge. The cancellation charge for circuits not requiring construction is: (e) for all OC-N level On-Net Circuits, 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Term for the canceled Service; (b) for all DS1, and DS3 On-Net Circuits, 50% of the balance of the MRCs for the unexpired portion of the Minimum Service Term for the canceled Service; and (c) for all Off-Net Circuits, any and all third party costs and expenses incurred by CenturyLink in so canceling such Off-Net Circuit and all applicable nonrecurring charges that may have been waived. The cancellation charge for Circuits requiring construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term. If CenturyLink notifies Customer that construction is required in order to provision a circuit and Customer cancels that circuit because Customer does not approve such construction, CenturyLink will not charge a cancellation charge for canceling that particular circuit.

4. Charges. Customer will pay all applicable charges set forth in the Agreement, Exhibit, or any Order Form accepted by CenturyLink. If during the provisioning of Service, CenturyLink incurs additional nonrecurring charges to provide Service, Customer will pay such additional charges. If Customer requests that CenturyLink come to its premises to investigate a problem with the Service, then Customer could be assessed additional charges. If CenturyLink determines that the Service is working properly up to the Demarcation Point (e.g., the problem is with Customer's equipment), then Customer will pay CenturyLink time and materials charges for such troubleshooting. If Customer requires CenturyLink to perform extended wiring services, Customer will be responsible for paying CenturyLink time and materials charges and all other charges incurred to extend the Demarcation Point to the Customer's Demarcation Point. Extended wiring services will not extend past the Customer's Demarcation Point. The rates will be used to calculate Contributory Charges.

SIP TRUNK SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide SIP Trunk ("SIP Trunk" or "Service") under the terms of the Agreement and this Service Exhibit.

"ANI" means automatic number identification.

"Approved Connectivity" means new or existing CenturyLink IQ® Networking. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the CenturyLink Control Center Business portal (<https://controlcenter.centurylink.com>), which may be the 911 location of a customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/qcc_info_services.pdf and which is subject to change. The ISS contains the current rates for domestic and international Off-Net Calls and toll free calls.

"Local Session" means a Session used for the origination and termination of local and long distance telephone calls.

"MATR" means minimum average time requirement.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC services: SIP Trunk, Managed VoIP, Hosted VoIP, Analog VoIP, Digital VoIP, or Integrated Access services that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the PSTN or another carrier's IP network.

"Ported Telephone Number" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distances telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

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

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://www.centurylink.com/legal/> which are subject to change.

"Start of Service Date" means the date CenturyLink notifies Customer that the Service is provisioned and ready for use.

"TN" means a telephone number.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

"Usage Session" means a Session used for the termination of inbound toll free service.

2. Service.

2.1 Description. Service provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity. The local and long distance calling service area that applies to a Service location is based on the area code and prefix assigned to the numbers for that location and does not depend on Customer's physical location.

2.2 Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net calls are included in the Service MRC. Domestic and international Off-Net Calls, business white page listings; and directory assistance are optional services that are available for additional charges described on the Summary Page or in the ISS.

2.3 Optional Services. The following optional services are available for the additional charges shown in the Pricing Attachment or other pricing document identified below.

- (a) **Directory Assistance.** A flat per call charge applies to directory assistance.
- (b) **IP Diversity.** Customer may order more than one CenturyLink IQ Networking port for the purpose of maintaining diverse IP access to the Service. Redundant CenturyLink IQ Networking ports will be purchased separately under the CenturyLink Domestic Network Diversity Service Exhibit for an additional charge. In order for Customer to use CenturyLink IQ Networking port diversity with the Service CenturyLink must configure the Service to make use of the diverse ports. An IP Diversity NRC will apply for such configuration.
- (c) **Directory Listings.** An additional MRC applies to each basic business white page listing of a telephone number.

SIP TRUNK SERVICE EXHIBIT

- (d) **Off-Net Long-Distance:** Off-Net Calls are available at the per minute rates for domestic and international Long Distance service shown in the ISS. Additional per minute charges may apply to each Off-Net Call leg of a conference call.
- (e) **Usage-Based Trunk Groups.** Customer may direct long distance calls to a usage-based Trunk Group. Off-Net LD calls directed to a usage-based Trunk Group will incur usage charges, but will not be charged a per Session charge. LD usage-based trunks are not intended to be used for placing local calls, including 911 calls. Since CenturyLink cannot always capture and provide the correct end user location for 911 calls when made over LD usage-based trunks, 911 calls placed over those trunks may not route to the proper PSAP. In those circumstances, CenturyLink may need to route the 911 call to a default national emergency call routing center, and additional third-party charges may apply. If CenturyLink incurs such additional third-party charges, CenturyLink may bill Customer for such charges. Additionally, Customer acknowledges that if it sends local calls down a usage-based Trunk Group, those calls will incur charges at the Off-Net LD rate. To avoid incremental LD charges on local calls, Customer must configure its PBX to send all local calls to a Session-based Trunk Group.
- (f) **Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf.
- (g) **Dedicated VoIP Interconnect.** Dedicated VoIP Interconnect provides Customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with completely separate VPN access to the first network element of the Service. An additional NRC and MRC apply for this Dedicated VoIP Interconnect option. Standard Service (i.e., without the Dedicated VoIP Interconnect option) provides customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with shared VPN access to the same elements at no additional cost.
- (h) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE. If Customer purchases SIP REFER with Enterprise Session Pooling, the SIP REFER MRC will be applied to all Sessions in the usage-based pool.
- (i) **Enterprise Diversity.** Customer may purchase optional Enterprise Diversity with the Service. Enterprise Diversity provides a standby Enterprise Session Pool that is only accessible by Customer when the network switch where the pool is built is out of service. The standby pool is a mirrored copy of the primary pool. Enterprise Diversity may provide diverse physical access to the Service. Enterprise Session Pooling is required to enable Enterprise Diversity. Enterprise Diversity applies to all pools within the Enterprise. "Enterprise" means company-wide across all Customer locations.
- (j) **Site/Switch Diversity.** Customer may purchase optional Site/Switch Diversity with Enterprise Diversity Service. Site/Switch Diversity provides a second SIP Trunk Group that homes to a different network facility in the CenturyLink network than the primary Trunk Group. Site/Switch Diversity does not provide diverse physical access to the Service. Enterprise Diversity is required to enable Site/Switch Diversity at a site level.
- (k) **Enterprise Session Pooling.** Customer may purchase optional Enterprise Session Pooling with the Service. Enterprise Session Pooling enables Customer to share SIP Trunk Sessions among SIP Trunk termination locations. Centurylink provides the first Flat Session Pool at no charge. Additional Flat Session Pools after the first one will be charged as shown in the Pricing Attachment. Customer may also order Usage Pools so long as Customer has purchased Flat Pools. The number of Usage Pools cannot exceed the number of Flat Pools. There is no charge for Usage Pools.
- (l) **Toll-Free:** Inbound Toll Free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free TN, or other TN advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Rates for domestic and international Toll Free service are in the ISS.

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

- (m) **Site Conditions.** Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment.
- (n) **Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit.

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- (i) **Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. The pricing for the voice services can be found in the ISS. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.
- (ii) **Telemarketing.** With respect to any outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.
- (iii) **Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.
- (iv) **International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

ITFS/UIFN In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix". CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

CenturyLink cannot guarantee that all new ITFS/UIFN numbers are tested due to random voluntary testing of ITFS/UIFN numbers by the foreign PTTs. ITFS/UIFN numbers may be disconnected by foreign PTTs without advanced notification due to Customer fraudulent use or no usage. Customer agrees to maintain minimum usage for each number on a regular basis and adhere to the restricted application guideline (as stated in Availability Matrix). In situations when an ITFS/UIFN is disconnected by a foreign PTT, it is the Customer's responsibility to submit an order for a new number. CenturyLink does not guarantee that the same number can be re-instated. All PTT's reserve the right to decline, cancel, or change international services at any time with or without notice.

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are: Argentina, Australia, Belgium, Brazil, China, Denmark, Finland, France, Germany, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, South Korea, Luxembourg, Macau, Malaysia, Netherlands, New Zealand, Norway, Philippines, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, and United Kingdom. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s). All rates are located in the ISS.

- (o) **Connectivity.** As of the effective date of this Service Exhibit, the Service may only be used with Approved Connectivity. Customer must purchase Approved Connectivity separately. CenturyLink may add to the Approved Connectivity list from time to time. The then current list of Approved Connectivity is available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity.

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- (p) **Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.
- (q) **Unsupported Calls.** The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. Additional information regarding potential issues with Remote BLAs is found in the "911 Emergency Service" section of this Service Exhibit.
- (r) **Area of use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).
- (s) **Use of Service at a Temporary Location.** Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the CenturyLink Business portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the CenturyLink Control Center Business portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3(a) below) at the time the request is accepted via the CenturyLink Control Center Business portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.
- (t) **Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; (v) otherwise violates any laws; or (vi) constitutes a resale arrangement with a third party (e.g., wholesaling of the Service is not permitted). Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.
- (u) **Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.
- (v) **Power Outages; Network Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Approved Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; (vi) the IP enabled

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devices used with the Service; or (vii) customer's SIP signaling interface. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) while maintenance work is being performed. If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) above, Customer may move the IP handset only.

- (w) **Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.
- (x) **Telephone Numbers.** Customer must provision at least one TN for use with the Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local and local toll services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.
- (y) **Usage-Based Trunk Group Utilization.** Customer must maintain a peak utilization of usage-based Trunk Groups to support usage-based services of 60 percent or higher. "Peak utilization" means the maximum utilization for a usage-based Trunk Group reached at any point during the month. Each month, CenturyLink will calculate the peak utilization over Customer's usage-based Trunk Groups. If peak utilization is less than 60% for three consecutive months, CenturyLink reserves the right to reduce the number of Sessions in the affected usage-based Trunk Group such that the peak utilization of the Trunk Group is at least 75%. An MRC will not apply to Sessions assigned to usage-based Trunk Groups.
- (z) **Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.
- (aa) **Local Origination.** Customer agrees that the SIP Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

2.6 SLA. Service is subject to the SIP Trunk SLA. Approved Connectivity (purchased separately) is subject to the CenturyLink IQ Networking SLA, and not to the SIP Trunk SLA. Both SLAs are posted at <http://www.centurylink.com/legal>. CenturyLink reserves the right to amend the SLAs effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to the SIP Trunk Service, including without limitation any CPE, the Customer Environment, the Customer SIP Signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. 911 Emergency Service.



WARNING

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

- (bb) **Required Federal Communications Commission ("FCC") Warning.** *The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using SIP Trunk Service and bundles or packages that include SIP Trunk Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from a mobile device. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (i) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (ii) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to*

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ensure the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (iii) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (iv) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (Important: Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (v) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (vi) while maintenance work is being performed. Additionally, CenturyLink does not support Remote BLAs on IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

- (cc) *Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the CenturyLink-Approved 911 Location. The number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that calling party number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.*

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

- (dd) *No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.*
- (ee) *Customer Must Notify End Users of 911 Limits. Customer will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with SIP Trunk, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services.*
- (ff) *Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).*
- (gg) *Use of SIP Diversion Headers on 911 Calls. Customer may only use SIP Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Diversion Headers on all calls, and in particular shall never send SIP Diversion Headers on 911 calls. Sending SIP Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.*
- (hh) *Acknowledgement of 911 Limitations. By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information,*

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and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

PRINT CUSTOMER NAME: _____

PRINT CUSTOMER REPRESENTATIVE'S NAME: _____

CUSTOMER REPRESENTATIVE'S INITIALS: _____

1. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will conclude upon the termination of the last-to-terminate Service ordered hereunder. Either party may cancel Service by providing notice of such cancellation to the other party at least 60 days prior to the date of cancellation. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. The initial Trunk Group will have a minimum term equal to one year ("Minimum Service Term"). The Minimum Service Term will commence on the Start of Service Date for the initial Trunk Group. Customer will be eligible for Service rates applicable to the Minimum Service Term selected. Trunk Groups added after the initial Trunk Group will be coterminous with the initial Trunk Group, and will receive the same Service rates as the initial Trunk Group. If prior to the conclusion of the Minimum Service Term (including before the Start of Service Date), Customer cancels Service for reasons other than for Cause, or CenturyLink cancels the Service for Cause, Customer will also be liable for: (i) the amount of any NRCs discounted or waived; (ii) all installation costs and expenses incurred by CenturyLink to install such Service, if applicable; (iii) 100% of the balance of the Session and TN MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any; and (iv) 35% of the balance of the Session and TN MRCs beyond the first 12 months that otherwise would have become due for the unexpired portion of the Minimum Service Term (collectively the "Cancellation Charges").

2. Charges. Charges for the Service are as set forth in the Pricing Attachment. The MRCs and usage charges will be used to calculate Contributory Charges. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any discounts, promotions or offers other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the ISS or other Web site designated by CenturyLink for that pricing, or providing any other notice to Customer).

3. AUP. All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. 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.

4. E-Mail Information/Updates. 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.

SIP TRUNK SERVICE EXHIBIT

PRICING ATTACHMENT

1. CenturyLink IQ SIP Trunk Initial Service Ordered and Pricing:

1.1 CenturyLink IQ SIP Trunk – Session and Seat Pricing. The following pricing table replaces the “Session and Seat Pricing” table in the applicable Rate Sheet. The following charges will apply for SIP Trunk Sessions and seats initially ordered and for SIP Trunk Sessions and seats added during the Initial Term. See also Voice Mail Only seat pricing on the applicable Rate Sheet.

SIP TRUNK SESSION PRICING – 60 MONTH INITIAL TERM				
Session Type	Session Quantity	Session MRC (per Session)	Extended Session MRC (Per Session MRC times Quantity)	Session NRC (per Session)
SIP Trunk Premium Enterprise Session	1000	\$9.00	\$9,000	\$0.00

SIP TRUNK SEAT PRICING – 60 MONTH INITIAL TERM		
Seat Type	Seat MRC (per Seat)	Seat NRC
Standard	\$0.15	\$0.00

1.2 CTAC Customer Support. Charges are not prorated. Service is subject to availability. Charges for CTAC customer support are located in the Rate Sheet for SIP Trunk Service.

1.3 Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing (“LD/TF Pricing”): Terms and pricing for LD/TF Offer are found in the Long Distance and Toll Free Rate Addendum.

1.4 CenturyLink IQ SIP Trunk Additional Charges. Please see the applicable Rate Sheet for SIP Trunk Service for additional charges, which includes pricing for additional features, terms and pricing for the LD/TF Offer, Upgrade/MACD charges, and other charges.

TELECOMMUNICATIONS SERVICE PRIORITY SERVICE EXHIBIT

1. **General.** CenturyLink QCC will provide Telecommunications Service Priority (“Service” or “TSP”) for National Security/Emergency Preparedness (“NS/EP”) pursuant to the terms and conditions of the Agreement and this Service Exhibit.

2. **Service.**

2.1 **Description.** Customer can assign a 12-digit alphanumeric code issued by the Office of Priority Telecommunications (“OPT”) with the TSP control identifier (“TSP Authorization Code”) to its interstate telecommunications services that are used to maintain a state of readiness or to respond to and manage any event or crisis as set forth in 47 CFR Part 64, Appendix A (“NS/EP Telecommunications Services”). The TSP Authorization Code provides TSP priority levels that identify the provisioning and restoration priority-level assignment for a particular circuit. Telecommunications Service Priority allows CenturyLink to provision and restore Customer’s NS/EP Telecommunications Services with TSP Authorization Codes before services without such assignments as set forth in 47 CFR part 64, Appendix A. TSP Service is available on CenturyLink services that have a unique and identifiable circuit identification number. The Service is only provided per-circuit on an end-to-end basis where the entire circuit is provided by CenturyLink (whether on its network or through leased facilities) so that the entire circuit is included in the TSP designation. The underlying NS/EP Telecommunications Service is offered pursuant to the terms and conditions of the Agreement, Service Exhibit, and/or Services Schedule applicable to the service and separate rates. TSP service is only available to federal, state, and local government users and certain private sector organizations that have services that support an NS/EP function and is applied only to interstate telecommunications services, as defined by Federal Communications Commission regulations.

2.2 **Ordering.** CenturyLink will provide the Service in accordance with 47 CFR Part 64, Appendix A and if: (a) Customer provides CenturyLink with a valid TSP Authorization code issued by the OPT for each circuit, via an Order Form; and (b) the Order Form is accepted by CenturyLink. CenturyLink will not accept TSP assignments or orders without an assigned TSP Authorization Code. TSP restoration priorities must be requested and assigned via an Order Form before a service outage occurs in order to have priority restoration. .

3. **Term; Cancellation.** The Service will become effective upon CenturyLink’s acceptance of an order form and will terminate upon Customer’s written notice of termination to CenturyLink or OPT’s revocation of the TSP Authorization Code. Service will automatically expire should Customer terminate the circuit. In the event Customer cancels Service, Customer will pay for the Service provided through the effective date of the cancellation.

4. **Charges.** “Pricing Attachment” means the attached document containing Service rates, which is incorporated by reference and made a part of this Service Exhibit. Customer will pay all applicable MRCs and NRCs as set forth in the Pricing Attachment or Order Form. The rates will be used to calculate Contributory Charges. CenturyLink reserves the right to modify rates with 30 days written notice to Customer.

PRICING ATTACHMENT

TSP Service	Charge Type	Amount
TSP Provisioning installation and/or Restoration priority (excludes coordination of Leased Access) per circuit	NRC	\$400
TSP Provisioning installation and/or Restoration priority for Leased Access, per Local Access circuit	NRC	\$128
TSP Priority Level Change	NRC	\$50
TSP Administration and Maintenance	MRC	\$20

CENTURYLINK® UCAAS HOSTED PBX AND CENTURYLINK IQ® UCAAS SIP TRUNK SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink® UCaaS Hosted PBX ("UCaaS Hosted PBX") and CenturyLink IQ® UCaaS SIP Trunk ("UCaaS SIP Trunk") (collectively, "Service") under the terms of the Agreement and this Service Exhibit.

"Administrator Portal" enables the Customer administrator to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

"Alien TN" means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.

"ANI" means automatic number identification.

"Approved Connectivity" means a new or existing CenturyLink IQ® Networking port or Data Bundle solution provided by CenturyLink, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

"Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the "Customer-Owned CPE" section of this Service Exhibit will apply.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"Enterprise Trunk" means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.

"EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.

"Initial Term" is the Term of the Service as shown in the Pricing Attachment or quote.

"IP" means Internet Protocol.

"IP Device" means IP-enabled station sets, expansion modules and handsets approved by CenturyLink for use with the Service.

"ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/qcc_info_services.pdf and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

"MATR" means minimum average time requirement.

"Minimum Service Term" is six months from the Start of Service Date.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink services: CenturyLink UCAAS UCaaS SIP Trunk, UCaaS Hosted PBX, Managed Office, Managed Office Essentials, UCaaS SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network..

"Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

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

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

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“QoS” means Quality of Service.

“Rate Sheet” means the document located at <http://www.centurylink.com/legal/GOVUC/govucratesv1.pdf>. The Rate Sheet includes additional pricing for UCaaS Hosted PBX and UCaaS SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheet is incorporated herein by reference.

“Remote BLA” means remote bridged line appearance.

“Remote SCA” means remote shared call appearance.

“Renewal Term” means renewal periods equal to the Initial Term that commence once the Initial Term is complete.

“Router” means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

“RSS” means the International Rates and Services Schedule which can be found at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf and which is subject to change. The RSS contains provisions relating to international toll free service.

“Session” means a single unit of simultaneous call capacity.

“SIP” means Session Initiation Protocol.

“UCaaS SIP Trunk Diversion Header” means a header used to support PSTN redirecting services such as Call Forwarding.

“SLAs” means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

“Soft Phone” means software for an IP-enabled device that allows Customer’s End Users to use the Service to make and receive calls on that device.

“Start of Service Date” means the date CenturyLink notifies Customer that the Service is provisioned and ready for use.

“Term” means Initial Term and each Renewal Term.

“Trunk Group” means a group of Sessions used for local or usage-based voice services.

2. Service.

2.1 Description. UCaaS Hosted PBX and UCaaS SIP Trunk are described in separate subsections below. Features and options available only with UCaaS Hosted PBX are listed in the “UCaaS Hosted PBX Service” sub-section. Features and options available only with UCaaS SIP Trunk are listed in the “UCaaS SIP Trunk” sub-section. Features and options available with both Services are listed in the “Common Features” sub-section. Each UCaaS Hosted PBX and UCaaS SIP Trunk seat includes one telephone number (“TN”).

(a) UCaaS Hosted PBX Service. UCaaS Hosted PBX Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. UCaaS Hosted PBX seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, devices/Customer Premise Equipment (“CPE”), and maintenance.

(i) UCaaS Hosted PBX Basic Seats. Basic seats are designed for end users that need the ability to make On-Net and Off-Net calls, an End User portal, an Administrator portal, call waiting, call forwarding, and several other similar features, but do not need voice mail. The End User portal gives the user access to configure their assigned features. The Administration portal provides Customer administrators the ability to configure Site based features, as well as select features for their End User community.

(ii) UCaaS Hosted PBX Standard Seats. Standard seats are designed to address the majority of a Customer’s telephony needs. Standard seats include all the functionality of the Basic seat plus voice mail, enhanced calling features, and access to desktop and mobile clients.

(iii) UCaaS Hosted PBX Premium Seats. Premium seats are designed to address a Customer’s unified communication needs. Premium seats include the features listed for Standard and Basic seats, as well as advanced calling and unified communication features: instant messaging, collaboration, desktop sharing, etc.

(iv) UCaaS Hosted PBX Messaging Seats. Messaging seats are built to provide customers with a voice mail only type seat. Messaging seats included a very limited set of telephony features and voice mail options.

(v) UCaaS Hosted PBX Dial Tone (Lobby) Seats. Dial Tone (Lobby) seats are built for a lobby, break room, cafeteria, shop area, or any place that needs a phone, but does not need it assigned to a specific person. Dial Tone seats contain a very limited telephony feature set and no voice mail.

(vi) UCaaS Hosted PBX Spare Device. A spare device is (a) a secondary IP Device that Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) a secondary IP Device in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that End Users understand the 911 requirements if the End User uses a spare device

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in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(b) UCaaS SIP Trunk. UCaaS SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the CPE. All voice traffic will be delivered in

an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions with the Service. Features listed in this section (b) are only available with UCaaS SIP Trunk.

(i) Standard UCaaS SIP Trunk Sessions. Standard UCaaS SIP Trunks include the ability to make On-Net and Off-Net calls, terminate toll free calls, access the Administrator portal, failover, and other features. Standard UCaaS SIP Trunks are designed for small to medium session count needs (less than 150 sessions).

(ii) Enterprise UCaaS SIP Trunk Sessions. Enterprise UCaaS SIP Trunks include the features available in the Standard UCaaS SIP Trunks, but are designed for large, enterprise implementations (greater than 150 sessions).

(iii) Optional UCaaS SIP Trunk Features. The optional features listed in this section are available for an additional charge only with UCaaS SIP Trunk.

(1) UCaaS SIP Trunk Standard Seats. UCaaS SIP Trunk Standard seats are for use with both Standard and Enterprise UCaaS SIP Trunks. Standard Seats are upgrades for select End Users and provide additional telephony features that a Customer's PBX may not be able to provide (call forwarding options, enhanced voice mail, mobility, etc.). Standard Seats also include access to desktop and mobile clients.

(2) UCaaS SIP Trunk Premium Seats. UCaaS SIP Trunk Premium seats are for use with both Standard and Enterprise UCaaS SIP Trunks. Premium Seats are upgrades for select End Users, that includes features listed in the Standard seat, advanced calling features, and unified communication features: instant messaging, collaboration, desktop sharing, etc.

(3) Enhanced 911 Service. Enhanced 911 Service provides Customer the option to have an E911 service address per telephone number. Without this option, 911 service provided with UCaaS SIP Trunk is associated with the main business TN at each Customer location, and not with the actual End User location.

(4) CTAC Customer Support. "CTAC Customer Support" is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ® UCaaS SIP Trunk Service and is subject to availability. "CTAC" means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the type of equipment, maintenance plans, and CenturyLink's approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for UCaaS SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.

(c) Common Features. Customer may purchase the following optional services with both UCaaS Hosted PBX and UCaaS SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a UCaaS Hosted PBX seat or UCaaS SIP Trunk telephone number is based on the area code and prefix assigned to the End User and does not depend on the End User's physical location.

(i) Call Queuing. An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.

(ii) Auto Attendant. An additional MRC and NRC apply for each auto attendant.

(iii) Messaging Station Seats. Customer may purchase optional voice mail only seats at the MRC shown in the applicable Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.

(iv) Virtual Seats. A virtual seat does not include a physical device (like a phone) and is not associated to a UCaaS SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as UCaaS Hosted PBX or UCaaS SIP Trunk premium seats, except for the associated physical device.

(v) Available TNs. An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.

(vi) Anywhere TNs. Customer can order optional anywhere TNs (find me, follow me capability) with UCaaS Hosted PBX and UCaaS SIP Trunk premium seats and with UCaaS SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.

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(vii) Alternate TNs. An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs may be used for incoming calls only.

(viii) Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic UCaaS Hosted PBX seat MRCs, and in the standard and enterprise UCaaS SIP Trunk Session MRCs.

(ix) Off-Net Calls. As shown in the applicable Rate Sheet, offer attachment or rate addendum, for domestic US calls no long distance charges apply to UCaaS Hosted PBX, but long distance charges will apply to UCaaS SIP Trunk (the "LD/TF Offer"). Additional per minute charges apply to international Off-Net Calls. Standard per minute rates for international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a quote, offer attachment, or rate addendum, those negotiated rates will apply to UCaaS SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer set forth in the applicable Rate Sheet.

(x) Toll-Free. Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a quote, offer attachment or rate addendum, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer.

(xi) Operator Services. Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf.

(xii) Directory Listing. An additional MRC applies to each basic business white page listing of a telephone number.

(xiii) Directory Assistance. A flat per call charge applies to directory assistance.

(xiv) Receptionist Web Console. Receptionist web console is a web-based application that provides receptionist console capabilities for the Service on a Customer PC. An additional MRC applies for each receptionist web console.

(xv) Desktop/Mobile Soft Phones. Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with UCaaS Hosted PBX, desktop and mobile Soft Phones can only be purchased in conjunction with standard or premium seats. When purchased with UCaaS SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with premium or mobility seats.

(xvi) PAC/VPAC. PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End Users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

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

(a) Site Conditions. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

(b) Access. Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (if Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (if installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

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(c) Voice Services (Long Distance and Toll Free). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit.

(i) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink UCaaS Hosted PBX and UCAAS UCaaS SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.

(ii) Telemarketing. With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(iii) Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(iv) International Toll Free. International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

(d) Connectivity and CPE. Except for IP handsets, which can be included with UCaaS Hosted PBX Service, Customer must purchase Approved Connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

(e) Queuing Method. Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.

(f) Customer-Owned CPE. Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with the Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. Unless stated otherwise, all Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with UCaaS Hosted PBX Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

(g) Off-Net Call Billing. Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(h) Unsupported Calls. The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. The Services do

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not support Remote BLAs or Remote SCAs for UCaaS SIP Trunk. Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with UCaaS SIP Trunk.

- (i) **Area of use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk *(including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service)*.

(j) **Use of Service at a Temporary Location.** This section applies to UCaaS Hosted PBX Service. It only applies to UCaaS SIP Trunk if Customer purchases the 911 Emergency Service optional feature with UCaaS SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the My 911 Location page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

(k) **Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

(l) **Authorized Use.** Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

(m) **Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate *(including, without limitation, End Users will be unable to access emergency 911 services)* if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate *(including, without limitation, End Users will be unable to access emergency 911 services)* (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.

(n) **Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number,

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activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

(o) **Telephone Numbers.** Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

(p) **Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

(q) **Local Origination.** Customer agrees that the UCaaS SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

(r) **Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance.

(s) **End User License Agreements.** To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink UCaaS Hosted PBX and CenturyLink UCAAS UCaaS SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>. That URL is also found on the Help screen in the End User portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

(t) **Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

(u) **Ancillary Device PCI Compliance.** Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

(v) **Security.** CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary.

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2.3 SLA. Service is subject to the CenturyLink UCaaS Hosted PBX and CenturyLink UCAAS UCaaS SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Routers, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. 911 Emergency Service.



WARNING

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

3.1 Required Federal Communications Commission ("FCC") Warning. The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from UCaaS Hosted PBX or UCaaS SIP Trunk seats that are not associated to a stationary IP enabled device (e.g., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to two business days (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. **For UCaaS SIP Trunk:** Additionally, CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with the Service. If a Remote BLA or Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA or Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.

3.2 Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. **For UCaaS Hosted PBX:** The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency. **Remote BLA/SCA Limitation for UCaaS Hosted PBX:** The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two separate locations when a single phone number is dialed (i.e., the end user's house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer's calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer's address has not changed until CenturyLink has completed the 911 Update Interval. **For UCaaS SIP Trunk:** Enhanced 911 allows for 911 calls to be pinpointed to the specific location of the End User. If Customer does not add the Enhanced 911 feature, the location directed to the PSAP receiving the call will be based on the street address for the PPU where UCaaS SIP Trunk is installed. The location indicated to the PSAP with the 911 call will have the TN for the PPU where UCaaS SIP Trunk is installed and the address associated with that number, which may be different from the number from which an End User is calling 911 based on the options Customer has selected for its PBX and/or IAD, the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the End User back if the call is not completed or is disconnected, enabling responders to locate the End User and assist with the emergency. If Customer orders the Enhanced 911 optional feature with UCaaS SIP Trunk, the "For UCaaS Hosted PBX" provisions of this section will apply in lieu of the "For UCaaS SIP Trunk" provisions of this section.

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

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3.3 No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

3.4 Customer Must Notify End Users of 911 Limits. Customer will notify all End Users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. Customer should direct its End Users to the following URL to review these 911 Emergency Service limitations:
<http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>.

3.5 Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

3.6 Use of UCaaS SIP Trunk Diversion Headers on 911 Calls (for UCaaS SIP Trunk only). Customer may only use UCaaS SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send UCaaS SIP Trunk Diversion Headers on all calls, and in particular shall never send UCaaS SIP Trunk Diversion Headers on 911 calls. Sending UCaaS SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

3.7 911 Calls from Alien TNs. When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs.

3.8 Acknowledgement of 911 Limitations. By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

PRINT CUSTOMER COMPANY NAME: _____

PRINT CUSTOMER REPRESENTATIVE'S NAME: _____

CUSTOMER REPRESENTATIVE'S INITIALS: _____

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for the duration of the Term. Service at a Customer location will commence on the Start of Service Date for that location, and continue for the Initial Term shown in: (a) a valid signed CenturyLink issued quote, if available; or (b) the Pricing Attachment if a Pricing Attachment is used instead of a quote. The Start of Service Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for UCaaS Hosted PBX and UCaaS SIP Trunk is six months from the Start of Service Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Customer's UCaaS Hosted PBX and UCaaS SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Customer's UCaaS Hosted PBX and UCaaS SIP Trunk installed the immediately preceding month, Customer will also pay to CenturyLink a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for the canceled Service if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term other than during the Minimum Service Term.

5. Charges. Charges for the Service are as set forth in the Pricing Attachment, a signed CenturyLink issued quote, and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Effective Date, the parties will either (a) sign an amendment or a new quote (if available) adding pricing for the new Service elements, or (b) Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are

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available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The MRCs and usage charges will be used to calculate Contributory Charges. NRCs and waived MRCs are not contributory. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). CenturyLink may modify or discontinue Service pricing after the Initial Term for Service at a Customer location is completed. Upgrades and purchases of additional Service after the initial order(s) may be subject to then-current Service pricing.

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

7. E-Mail Information/Updates. 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. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

8. Service Upgrades/MACDs. CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

8.1 Addition of UCaaS Hosted PBX or UCaaS SIP Trunk Seats or UCaaS SIP Trunk Sessions During Term. Customer may add additional UCaaS Hosted PBX seats or UCaaS SIP Trunk seats or Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the UCaaS Hosted PBX seat and UCaaS SIP Trunk Session/seat rates shown in the Pricing Attachment, quote, or Rate Sheet will apply. If Customer adds more seats and/or Sessions per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats and/or Sessions. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each UCaaS Hosted PBX seat and UCaaS SIP Trunk Session and seat will have its own Minimum Service Term commencing on the Start of Service Date for the seat or Session. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to UCaaS Hosted PBX seats and UCaaS SIP Trunk seats and Sessions added during the Term.

8.2 MACDs. "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

Routers. If necessary, Customer's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Customer's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Customer must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

9. Rental CPE.

9.1 General. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

9.2 Eligibility. In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink UCaaS Hosted PBX or CenturyLink UCAAS UCaaS SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

9.3 Delivery; Return. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

9.4 Ownership and Use. Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until

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returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

9.5 Software License. Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

9.6 Insurance. At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

9.7 Charges. The MRC for rental of an IP handset is included in the applicable UCaaS Hosted PBX seat MRC. IP handsets are not included with UCaaS SIP Trunk seats. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

9.8 CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

9.9 Term. CPE and Service ordered during a Term will commence on the Start of Service Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

9.10 Safety Compliance. Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

9.11 Routers. Router rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown in a separate Rental CPE Rate Attachment or the Rate Sheet. The Routers provided with Service vary depending on the port speed and number of seats Customer orders for a location.

9.12 Maintenance and Configuration Changes. CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for ProMET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for ProMET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

9.13 Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

10. Alternate Carrier Connectivity. This section applies if Customer purchases connectivity (Internet access / local access) from a carrier other than CenturyLink ("Alternate Carrier") instead of purchasing Approved Connectivity.

10.1 CenturyLink Responsibilities. Customer agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:

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- (a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.
- (b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.
- (c) Customer is not required to use equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations.
- (d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier.

10.2 Customer Responsibilities.

- (a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.
- (b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.
- (c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

10.3 Additional Service Limitations, including 911 Calling. The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its End Users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink UCaaS Hosted PBX and CenturyLink UCAAS UCaaS SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its End Users always have an alternative means of accessing 911 services.

DYNAMIC CONNECTIONS-ETHERNET SERVICE SCHEDULE

1. General. This Service Schedule is applicable where Customer orders Dynamic Connections - Ethernet service ("Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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

2. Services.

2.1 Service is a point-to-point Ethernet Virtual Connection ("EVC") that may be added and deleted by Customer in near real time via the Portal. Service is offered between two IEEE compliant User Network Interfaces (each a "UNI"). The UNI on each end of a Service may be a Dedicated Port or a Hosted Port that is located at a Customer location or at the premises of, and/or controlled by, a specific Provider. The UNIs are not part of the Service but are required for the Service to function. Service is provided between the Demarcation Points on each end of the Service. Lumen will notify Customer of acceptance of a request to add a Service by delivering the Service. The Service does not have a Service Term and cancellation charges and termination charges are not applicable to the Service.

2.2 Service is available in various bandwidths. Service is subject to availability and available configuration options for the Service may vary as directed by the applicable Provider(s).

2.3 When the Hosted Port or Dedicated Port serving any Service is located at the premises of, and/or is controlled by a Provider, then Customer is solely responsible for obtaining from the Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect the Service to the Hosted Port or Dedicated Port and the Provider's services. Customer consents and directs Lumen to disclose to the Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, Customer's name, type, and location of interconnection, technical information required to configure the interconnections, utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Lumen is not responsible for the technical interoperability of the Provider's services with the Hosted Port or Dedicated Port. Lumen may terminate the Service(s) without liability if Lumen loses the ability to continue logical or physical connection to the Provider as directed by the Provider.

2.4 Customer will separately contract with Provider for its access to the Provider. Customer's contractual relationship with the Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Provider, nor is Lumen responsible for Provider's performance of its obligations to Customer, or for Provider's acts or omissions. Lumen is not responsible to maintain, bill, or pay for any service provided to Customer by the Provider. Similarly, Provider is not responsible to maintain or pay for the Dynamic Connections Service.

2.5 Lumen may, in its reasonable discretion and without liability: (i) delay or cancel an addition of, or change to Service(s) by Customer if the Provider is unable to timely accommodate the addition or change, and/or (ii) modify or terminate the affected Service if the Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service(s) or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Provider's service for any reason. Lumen will inform Customer as soon as commercially practicable if this occurs. Customer's sole and exclusive remedy under this provision is to delete the impacted Service(s).

2.6 Customer is subject to the then current: (i) available bandwidths, (ii) rates, (iii) charges, and (iv) Dynamic Connections Portal - Terms and Conditions for the Service, each of which may be updated from time to time, that are provided in the Portal that is located at the Web address Lumen provides to Customer, regardless of whether Customer is utilizing the Dynamic Connections Portal or the API/UI Service as the Portal in connection with the Service.

2.7. Service Requests.

2.7.1 To acquire the capability to access the Service, Customer must place an Order. If Lumen accepts Customer's Order, Customer will be provided direction on how to access and use the Service. Customer must identify representatives that are authorized to make requests for Service and Lumen will provide a Customer-specific user identification ("User ID") and password ("Password") to Customer's representatives. Customer is responsible for maintaining the confidentiality and security of its User IDs and Passwords. Customer is responsible for all requests for the addition or deletion of Service(s) (including fraudulent requests) resulting from Customer's User IDs and Passwords. Customer must notify Lumen to suspend any Password or User ID that has been compromised. Any information provided by Lumen through the Portal is deemed "Confidential" and Customer may not disclose such information to third parties.

DYNAMIC CONNECTIONS-ETHERNET SERVICE SCHEDULE

2.7.2 The Hosted Port or Dedicated Port that will be located on each end of a Service must be pre-qualified by Lumen before the associated Service can be added by Customer. Customer determines the bandwidth and duration of its Service(s) by adding and deleting Service(s) in the Portal in near real time. Customer is responsible for all charges resulting from Customer's addition of Service(s) until such time as (a) Customer deletes the respective Service(s); or (b) Lumen deletes respective Service(s) in response to notification from Customer's cloud Provider that Customer's end point with the cloud Provider associated with the Service is permanently inoperable and cannot be repaired. Customer agrees that Lumen has the right to delete a Service where the end point with the cloud Provider is in a permanently inoperable state as described in the preceding subsection (b), but Lumen is under no obligation to do so. If Customer decides to terminate the overall Dynamic Connections Service capabilities including Customer's ability to add and delete Services in the future ("Service Termination"), then Customer must delete all existing Services (individual Dynamic Connections Services) that are in place before requesting Service Termination.

2.8 Service Levels. This Service is subject to the Lumen Service Level Agreement available at www.lumen.com/service-guides and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges and Commencement of Billing. Customer will be billed and will pay the applicable NRC and MRC for Service. A Service is provided at a monthly rate or at an hourly rate. Hourly charges will be rounded up to the next hour, billed in arrears, and appear on the invoice as an NRC. For Services added at a monthly rate the first bill cycle will be billed as an NRC in arrears and subsequent bill cycles will be billed as MRC in advance with pro-rata occurring at both the beginning and end of the connection rounded up to the nearest full day. Billing for any Service will commence when the Service connection is activated.

3.2. Data and Information.

3.2.1 Notification to Authorized Users. Customer acknowledges that, by virtue of providing the Service, Lumen, may need to process personal data of Customer's employees and users of the Service. Customer is the data controller of such personal data, and Lumen is the data processor. Customer is solely responsible for ensuring the lawful basis of such processing, and for notifying any employee or individual that it permits to use the Service on Customer's behalf (an "Authorized User") that it has provided such Authorized User's personal data to Lumen for the purposes of allowing Lumen to provide the Service and that the Authorized User's use of the Service may be monitored, screened and/or logged by Customer or Lumen on Customer's behalf.

3.2.2 Indemnification. Customer will indemnify Lumen and its affiliates (and/or agents, respectively) against any claims of third parties arising out of Customer not acting in accordance with Section 3.2 and for any violations of applicable laws in connection with its use of the Service.

3.2.3 If Customer and Lumen have entered into a data processing agreement where Lumen processes personal data on behalf of Customer, the Service will be included within the scope of that data protection agreement and, if required, the parties will amend such data processing agreement necessary to comply with applicable law. If Customer and Lumen have not entered into a data processing agreement applicable to the Services, the following terms will apply:

(a) Cross-Border Transfers. Customer acknowledges and consents to Lumen'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 Customer for the sole purpose of: (i) providing and managing the Service; (ii) fulfilling its obligations under the Agreement; and (iii) complying with applicable laws. Customer represents and warrants that it will ensure that all information provided to Lumen is accurate at all times and will provide any required notifications to Authorized Users about the potential transfer of information to the United States and other countries. To the extent legally required, Customer and Lumen will enter into separate written agreements required to facilitate necessary cross-border transfers. Customer will be responsible for notifying Lumen whether such written agreements are required.

(b) Personal Data Processing. Customer acknowledges that, by virtue of providing the Service, Lumen, its affiliates, vendors and/or agents may come into possession of, by way of example and not limitation, usage, billing, or other data containing personal and/or private information of Customer, its employees and Authorized Users. Customer is the "data controller" and Lumen will be acting as a "data processor" (such terms defined under applicable law). Customer acknowledges that any processing of such information by Lumen, its affiliates, vendors or contractors occurs exclusively at the direction and discretion of Customer, such direction and discretion exercised by acceptance of these terms. Customer further acknowledges and agrees that such possession is ancillary and not a primary purpose of the Service. Customer further represents and warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including Authorized Users) for the use, processing and transfer of the information described in this Service Schedule. To the extent legally required, Customer and Lumen will enter into separate written agreements required to comply with laws governing the relationship between a data controller and data processor with respect to the processing of personal data. Customer will be responsible for notifying Lumen whether such written agreements are required.

4. Definitions. The following terms are defined for the purposes of this Service Schedule:

"Billing Cycle Charges" or "BCC" means the total Service charges (not including taxes, fees and surcharges) in a billing cycle.

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

DYNAMIC CONNECTIONS-ETHERNET SERVICE SCHEDULE

“Dedicated Port” means a dedicated port/access serving a single enterprise/tenant and its EVCs. A Dedicated Port may also be designated as a “UNI” or “M-UNI” (Multiplexed User Network Interface) in customer orders, order acceptance, service delivery, and billing (and related) documents.

“Demarcation Point” means the Lumen-designated physical interface located at the Provider’s or Customer’s premises for the Hosted or Dedicated Port.

“Excused Activation Failure” means any Service activation failure attributable to the Provider or attributable to Customer providing incorrect or incomplete information with the activation request.

“Excused Outage” means scheduled maintenance, force majeure events, and any outages or degradation in Service(s) attributable to the Provider or attributable to issues beyond the Demarcation Point.

“Hosted Port” means a hosted (shared) port or UNI serving multiple enterprises/tenants and their EVCs. A Hosted Port may also be designated as an “eLynk Interface” or “NNI” in customer orders, order acceptance, service delivery, and billing (and related) documents.

“MRC” means monthly recurring charge.

“NRC” means non-recurring charge.

“Portal” means the portal located at the Web address Lumen provides to Customer. “Portal” may also mean Application Programming Interface/User Interface service (“API/UI Service”) when Customer is utilizing API/UI Service in connection with the Service and Customer and Lumen have separately contracted for Customer’s use of API/UI Service in connection with the Service.

“Provider” means cloud provider, data center provider, and/or colocation provider.

“Unavailable” or “Unavailability” means Service downtime.

HYBRID TECHNOLOGIES SERVICE EXHIBIT

1. General; Service Schedules.

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

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

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

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

3. Rates; Billing.

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

3.2 Withholding Tax. Service charges are exclusive of Taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount on account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for to any tax authority. In the event that any payment to be made to Lumen under this Service Exhibit should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax, is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

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

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

4. Security Obligations.

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

4.2 Lumen will not disclose, modify, or access Customer Data, except: (a) as authorized by Customer in connection with the operation of the Services, including requests for support, incident resolution, or to access or use certain tools, features, or functionalities of particular Services; (b) as necessary to provide the Services to Customer, including complying with reasonably and lawful instructions communicated to Lumen, to prevent or address technical problems, or to otherwise comply with the

HYBRID TECHNOLOGIES SERVICE EXHIBIT

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

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

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

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

5. Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Liabilities; Disclaimer.

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

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

9. Notices.

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

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

10. Intellectual Property; Software.

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

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

10.3 Lumen Provided Software.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Acknowledgements.

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

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

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

14. Definitions.

"API" means a Lumen provided Application Programming Interface.

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

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

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

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

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

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

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

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

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

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

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

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

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

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SERVICE SCHEDULE: HOSTING SERVICES

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

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

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SERVICE SCHEDULE: SECURITY SERVICES

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

1. Customer's use of Services is subject to the Service Guides located at www.lumen.com/service-guides/. In addition to the Service Guide, Security Log Monitoring Services are also subject to the SLA and Supplemental Terms located at <https://www.ctl.io/legal/security-log-monitoring/supplemental-terms/>.
2. **Term; Renewal.** Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"), at the conclusion of which the Service will automatically renew for 12 month periods, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any automatic renewal terms are collectively the Service Term.
3. Non-standard installations (as identified by Lumen in its reasonable opinion), may require extended provisioning intervals and/or additional costs.
4. Customer will submit a sufficiently detailed description of any test plan to Lumen in advance. The test plan must adhere to any applicable testing standards or procedures provided by Lumen. Lumen may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. Lumen will not respond to any security-related alarms during a scheduled testing period. Lumen will have no responsibility whatsoever for any loss or outages during a Customer test, including any otherwise available service credits. Customer agrees that neither it nor its agents will engage in any destructive or otherwise harmful testing.
5. The Services provided under this Service Schedule are a supplement to Customer's existing security and compliance frameworks, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services accurately and completely, the Services are provided "as-is". Lumen does not and cannot guarantee or warrant that Lumen will accurately identify all risks, potential security and/or compliance gaps, that Services will be security incident free or that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's security and/or compliance related objectives. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services.
6. Customer should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided in this Service Schedule is a supplement to Customer's existing security and compliance frameworks and tools utilized to minimize loss or theft of information and disruption of services, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services under this Service Schedule accurately and completely, the Services are provided "as-is", except to the extent an applicable SLA or SLO applies. Lumen does not and cannot guarantee or warrant that Lumen will accurately identify all risks, potential security and/or compliance gaps, or that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's security and/or compliance related objectives. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services
7. Customer consents to Lumen collecting and compiling system and security event log data to determine trends and threat intelligence. Lumen may associate this security event log data with similar data of other Customers so long as such data is merged in a manner that will not in any way reveal the data as being attributable to any specific Customer.
8. Lumen is obligated to log backup and storage only during a Customer's committed Service Term, including renewal terms. If the retention period selected extends beyond the Customer's Service Term or if Customer or Lumen terminate the Services prior to the end of the retention period selected, Customer acknowledges that Lumen has no further obligation to back up and store any Customer metrics or data after Agreement expiration or termination and Lumen will automatically delete all logs, including backups that constitute Customer data. Customer acknowledges and consents that it is solely Customer's responsibility to make copies of or obtain the logs and any other Customer data prior to expiration or termination.

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SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

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

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

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

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

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

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

6. Rates/Charges.

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

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

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

7. Term; Termination.

7.1 Term. The Initial Service Term of any Cloud Application Manager Service not subject to a Managed Services Anywhere Term Commit will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to access and use the Service (i.e. month to month). The Initial Service Term of any Cloud Application Manager Service subject to a Managed Services Anywhere Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Service Order. Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, at the conclusion of the committed Initial Service Term, the Services will renew on a month-to-month basis at then current Service rates assuming no minimum spend or term commitment continues unless Customer, prior to expiration of the committed term signs a new Service Order with a new Managed Services Anywhere Term Commit.

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

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termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

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

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

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

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

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

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

9. Indemnity. Customer will indemnify, defend and hold harmless Lumen, its affiliates and licensors from and against any losses arising out of or relating to any third party claim concerning (i) Customers' or its users use of the Service and/or any CSP offering in a manner not authorized by this Service Schedule and/or any unauthorized use or access of the Service; (ii) alleged infringement or misappropriation of any third party rights by Customer or any users who access the Service through Customer.

10. Definitions.

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

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

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SERVICE SCHEDULE: LUMEN EDGE BARE METAL

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

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

1. Service Description.

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

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

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

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

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

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

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

6. Termination; Effect of Termination. Customer may terminate or shutdown any individual server without liability for early termination charges. If any Service subject to an Edge Term Commit is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the conclusion of an applicable Service Term, then Customer will be liable for: (i) an early termination charge equal to 100% of the then current Edge Term Commit (as identified on the applicable Service Order) multiplied by the number of months remaining in the Service Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

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

HYBRID TECHNOLOGIES SERVICE EXHIBIT

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

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

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

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

11. Customer Responsibilities.

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

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

12. Definitions.

"Edge Term Commit" means a minimum term commit greater than one (1) month and a minimum monthly usage commit. A Customer with an Edge Term Commit whose Initial Service Term has expired will automatically continue with the monthly usage commit after expiration of the Initial Service Term. Any applicable Edge Term Commit will be expressly documented in a Service Order. Customers may add/modify/disconnect individual Services at any time at will so long as the applicable minimum usage commit is met each month. To the extent actual usage in a month (i) exceeds the usage commitment, Customer will pay the commitment plus the actual usage; or (ii) is less than the revenue or usage commitment, Lumen reserves the right to invoice Customer, and Customer agrees to pay, any shortfall between Customer's actual usage of Service and any minimum usage commitment.

ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT

INDIVIDUAL CASE BASIS

1. General; Definitions. In order to qualify for the pricing in the Pricing Attachment under this individual case basis service exhibit ("Service Exhibit"), Customer must order the total circuits indicated on the Pricing Attachment for each state, for CenturyLink QC Integrated Services Digital Network Primary Rate Service ("ISDN PRS"), or Digital Switched Service ("DSS") with "Advanced" or "Basic" trunks, or Uniform Access Solution Service ("UAS") (individually and collectively referred to as the "Service"). The Minimum Circuits must be installed within 30 days of the Effective Date ("Ramp Period"), unless an installation delay is caused by CenturyLink, and must remain installed during the Term of this Agreement. The circuits may be aggregated across CenturyLink's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. CenturyLink will provide Service under the terms of the Agreement, Tariff, and this Service Exhibit. CenturyLink may be required to submit this Service Exhibit and any subsequent addenda for the Service to certain regulatory agencies for approval because the rates and some terms in this Service Exhibit are being offered on an individual case basis ("ICB"). The service specific rates, and the terms and conditions in the Termination Section of this Service Exhibit ("ICB Terms") require filing with or approval by regulatory agencies. Although the general terms and conditions of this Service Exhibit are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. The Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under this Service Exhibit and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Service Changes Section under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve this Service Exhibit, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Service Exhibit will remain in full force and effect for the Service in all other jurisdictions. Other than the ICB Terms in this Service Exhibit, the Service will be governed by: (i) the Tariff applicable to the Service; and (ii) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Service Agreement. Capitalized terms not defined herein are defined in the Agreement.

"Minimum Circuits" means the total circuits initially ordered for all states, as shown on each state's Pricing Attachment.

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

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

"Rates" means the MRCs and NRCs for the Service.

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

"Start of Service" means the effective bill date of the service order to add Service to Customer's account, as evidenced by CenturyLink records.

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

2.1 Service Description.

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

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

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

(d) UAS. If Customer purchases UAS, CenturyLink will provide Customer with a digital circuit with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (i) in-only trunking; or (ii) two-way trunking.

2.2 Service Provided.

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

ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT

INDIVIDUAL CASE BASIS

(b) CenturyLink will notify Customer of the date Service is available for use. In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (i) commence with regular monthly billing for the subject Service; or (ii) cancel the subject Service. If Customer cancels an order for Service prior to the date Service is available for use, or is unable to accept Service during the Grace Period and CenturyLink cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

2.3 Customer Responsibilities for 911 Call Routing.

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

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

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

2.4 Service Changes.

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

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

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

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

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

3. Exhibit/Service Term; Termination.

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

3.2 Termination.

(a) Either party may terminate Service under this Service Exhibit in accordance with the applicable Tariff or for Cause. Customer may disconnect the number of "Permitted Disconnects" indicated on the Pricing Attachment, if any, without incurring a Termination Charge; provided that such Service has satisfied the requirements of the Minimum Service Period before any termination may be effective. If, prior to the conclusion of the Service Term, Service is terminated in excess of the Permitted Disconnects, either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service in excess of the Permitted Disconnects times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Service Term after the Minimum Service Period ("Termination Charge"). If no Permitted Disconnects are indicated on the Pricing Attachment, Customer will pay the Termination Charge for each circuit terminated, either by CenturyLink for Cause or by Customer for any reason other than Cause, prior to the Service Term.

**ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS**

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

4. Charges.

4.1 Charges for the Service are as set forth in the Pricing Attachment. Customer will pay the total MRC and NRC for the Service specified in the Pricing Attachment. For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC for the Service is based on the then current Service Term set forth in the Pricing Attachment and will not change during the Service Term provided that the Minimum Circuits are installed by the end of the Ramp Period and the total circuits do not drop below the Minimum Circuits threshold. If due to Customer's request, actions or failure to act, the Minimum Circuits are not installed by the end of the Ramp Period or drop below the Minimum Circuits threshold, CenturyLink may adjust the pricing and Permitted Disconnects defined herein based on the actual number of circuits installed. Such adjusted pricing will be effective immediately following the rate adjustment. The MRCs will be used to calculate Contributory Charges. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

4.2 If the MRCs herein are based upon Customer's intent to transition DS1 facilities to contracted DS3 or higher facilities ("Higher Facility") when available as indicated in a Pricing Attachment, Customer will have ten business days from the date the contracted Higher Facility is installed to migrate the Service contained herein to the contracted Higher Facility. In the event Customer's Service is not migrated, a pricing adjustment will be made to all DS1 facilities in service. The adjustment will be retroactive to the original installation date, as evidenced by CenturyLink records, and will be the difference between the rates provided herein based on the facilities riding a Higher Facility and the applicable rates for facilities not riding a Higher Facility.

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

**ATTENTION:
FINAL EXECUTED AGREEMENT, THIS SERVICE EXHIBIT AND THE PRICING ATTACHMENT MUST BE FORWARDED TO
THE APPROPRIATE STATE REGULATORY FILING MANAGER.**

ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS

PRICING ATTACHMENT
FOR THE STATE OF COLORADO

CITY AND COUNTY OF DENVER
Customer

AQCB Contract Number:

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty	Total MRC per location
10 GALAPAGO STREET, DENVER, CO	K3032816717981 K3032816718983	PRS Voice/Data DS1	2	\$570.00
100 WEST 14TH AVENUE PKWY, DENVER, CO	K3033896598320	PRS Voice/Data DS1	1	\$285.00
101 WEST COLFAX AVENUE, DENVER, CO	K3033895787051	PRS Voice/Data DS1	1	\$285.00
10500 SMITH ROAD, DENVER, CO	K3035072623618	PRS Voice/Data DS1	1	\$285.00
1226 BANNOCK STREET, DENVER, CO	K3033893696407	PRS Voice/Data DS1	1	\$285.00
1331 CHEROKEE STREET, DENVER, CO	K3033893785089	PRS Voice/Data DS1	1	\$285.00
1437 BANNOCK STREET, DENVER, CO	K3033890937183	PRS Voice/Data DS1	1	\$285.00
200 WEST 14TH AVE., DENVER, CO	K3033527663470	PRS Voice/Data DS1	1	\$285.00
2300 STEELE STREET, DENVER, CO	K3033145669758	PRS Voice/Data DS1	1	\$285.00
303 WEST COLFAX, DENVER, CO	K3033896654535	PRS Voice/Data DS1	1	\$285.00
3815 STEELE STREET, DENVER, CO	K3033143534325	PRS Voice/Data DS1	1	\$285.00
4685 PEORIA STREET, DENVER, CO	K3033071171860	PRS Voice/Data DS1	1	\$285.00
4765 N FEDERAL BLVD, DENVER, CO	K3034335692683 K3034335693684	PRS Voice/Data DS1	2	\$570.00
490 WEST COLFAX AVENUE, DENVER, CO	K3033527504808	PRS Voice/Data DS1	1	\$285.00
520 WEST COLFAX AVENUE, DENVER, CO	K3033527893057	PRS Voice/Data DS1	1	\$285.00
5440 ROSLYN STREET, DENVER, CO	K3032270716426	PRS Voice/Data DS1	1	\$285.00
745 WEST COLFAX AVENUE, DENVER, CO	K3033893624878	PRS Voice/Data DS1	1	\$285.00
909 YORK STREET, DENVER, CO	K3033146945562	PRS Voice/Data DS1	1	\$285.00
2001 COLORADO BOULEVARD, DENVER, CO	K3032573082409 K3032573083410 K3032573084411 K3032573085412 K3033142011301 K3033142012302	PRS Voice/Data DS1	6	\$1,737.52

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

Mileage-related Components and Charges (If applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each**
Total Mileage MRCs and NRCs:					

**NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT

Colorado Intrastate

1. General; Definitions. Customer hereby orders Centrex Prime (the "Service") under this service exhibit ("Service Exhibit"). QC ("Qwest" or "CenturyLink") will provide Service under the terms of the Agreement, Tariff, and this Service Exhibit. Capitalized terms not defined herein are defined in the Agreement.

Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Exhibit by reference and made a part of this Exhibit. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Exhibit. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or fulfillment of any necessary regulatory requirements. CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

2. Scope.

2.1 Service is a switched business communications service furnishing connections between a Qwest central office based switching system and the network interface, which serves end user customer terminals. Service is a multi-media platform, which delivers integrated voice, video and data services to customers.

2.2 Service includes basic (analog) station lines ("Basic Station Lines") or ISDN Basic Rate Service ("BRS") (digital) station lines ("ISDN Station Lines") referred to collectively as "Station Lines" which may be provided utilizing various technological designs. The arrangements of these Station Lines will vary for each customer depending on the number of connections to a location, the desired technology, available technology, operating limitations, e.g. distance from a serving central office. A group of Station Lines is translated for an individual common block and is provided common access to a predetermined group of standard features. Standard features available under this Service Exhibit are set forth in Attachment 1. Optional features are also available from a separate price list provided in Attachment 1. Service is not available on Public Communication Service or multiparty service. Alternative Transport of Centrex Prime Basic Station Lines over Qwest-provided DS1 is permitted. In addition to Centrex Prime Basic Station Lines, DS1 rates and charges as defined in the Private Line Transport Services Price List/Tariff apply. Customer is responsible for all Customer Premises Equipment ("CPE") required to support DS1 delivery in connection with this Service.

2.3 Customers select Station Lines based upon an analog or ISDN alternative (and will be provided the corresponding Station Lines as set forth in Section 1.2 above). The standard set of features provided varies depending on the alternative selected, and the available central office technology. A list of standard features for each alternative and central office technology is provided in Attachment 1.

2.4 The ISDN alternative consists of three distinct channels per Station Line; two B (Bearer) channels and one D (Delta) channel. The ISDN alternative is available in two configurations; 2B+S and 2B+D. 2B+S is used for enhanced digital voice capabilities while 2B+D is used for integrated voice, data and video services. The ISDN alternative may also be provisioned as either "Custom" or "National" ISDN. Custom ISDN is only available from switching equipment provided by Lucent Technologies (5ESS switch). National ISDN provides feature transparency across all digital switching platforms used by Qwest (5ESS and DMS100). The ISDN alternative conforms to internationally developed, published, and recognized standards generated by the International Telecommunications Union (formerly CCITT).

2.5 All Station Lines must be associated with the common block. In a blocked common block, Network Access Registers (NARs) are required to provide connections to the exchange and toll network. Included in the Basic Station Line is a Network Access element (4:1 ratio). Additional NARs can be ordered out of the Exchange and Network Services Price List. Customer may purchase non-blocked Service. A usage element would apply per Basic Station Line for non-blocked Service. Should Customer usage exceed an average of 8CCS (hundred call seconds) per Station Line Customer will be converted to blocked Service with the appropriate number of NARs. Common Access Line Charges (CALC) apply to the Network Access element which is the NAR in the blocked environment and the Basic Station Line in a non-blocked environment.

2.6 Customer request for temporary suspension, either full or partial, of Service is not permitted. Seasonal disconnects are not allowed. Changes to line quantities are allowed and will be assessed all applicable rates and charges. A Termination Charge may apply in accordance with the Termination section herein.

3. Term.

3.1 This term of this Service Exhibit will begin on the Effective Date of the Agreement and continue for sixty (60) months, unless sooner terminated.

3.2 If by the end of the Term of this Agreement the parties have not executed a mutually acceptable new agreement, Service will continue on a month-to-month basis at then current month-to-month rates, with all other terms and conditions in accordance with the Tariff, or in its absence, the terms and conditions of this Exhibit. Customer and Qwest agree to initiate discussions 30 days prior to expiration in order to execute a new agreement and/or determine what rates will apply.

4. Service Provided. Qwest will provide and maintain the Service selected by Customer in the quantities stated on Attachment 2 and at the rates as set out on Attachment 1.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT

Colorado Intrastate

5. Charges and Billing. This Agreement provides rate stability for all Service elements except Exchange/Network Access, CALC/End User Common Line Charges (EUCL), and voice grade circuits. The specific elements of Service available to Customer under this Agreement and the associated rates and charges are as set forth in Attachment 1. Customer will pay all other charges associated with Service, including excess construction charges, billed by CenturyLink under this Agreement, or applicable to Service under CenturyLink Tariff(s). Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.0% per month or the maximum rate allowed by law in accordance with Customer's Prompt Payment Ordinance. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

6. Service Changes and Additions to Service.

6.1 Moves. Customer may move the physical location of all or part of Service to another location within Qwest's territory in the FCC-designated 14-state region, provided the following conditions for the move ("new service") are met: (a) Qwest commercially offers Service and necessary facilities are technically and practicably available at the new location; (b) the new service is provided to Customer by Qwest; (c) Customer advises Qwest that the requested new service replaces existing Service; (d) Customer's requests for the disconnection of the existing Service and the installation of the new service are received by Qwest on the same date; (e) Customer requests Qwest to install the new service on or prior to the disconnection date of the existing Service; and (f) Customer agrees to sign appropriate agreements and to pay all then current recurring and nonrecurring charges related to the new service.

6.2 When the move is within the same building, Customer will pay one-half (1/2) of the nonrecurring installation charges for the Station Lines affected. When the move is to a different building, all associated recurring and nonrecurring charges will apply, plus any applicable excess construction charges, including but not limited to, the transfer of existing equipment. Such excess construction charges or equipment transfer charges will be paid in advance.

6.3 Additions to Service. Customer may add Service during the Term of this Agreement provided Qwest commercially offers such additions and necessary facilities are technically and practicably available. Any additions to Service, including Station Lines at new locations, during the Term of this Agreement will be at the rates specified in Attachment 1 of this Service Exhibit.

6.4 Rates and Charges-Common Features. Rates and charges under this Service Exhibit are set forth in Attachment 1.

6.5 Service Conversions. Where a Centrex/Centron type service customer elects to convert to Centrex Prime Service, and the term of the new service is equal to or greater than existing Service, nonrecurring charges will not apply to in-service station lines, terminating arrangements, and optional service features, provided that: (a) Customer's system continues to be served by the same switching equipment; (b) there is no interruption of service; (c) there are no moves, changes or additions of such in-service Station Lines, arrangements and features; and (d) there is a like-for-like conversion of a proprietary common block, not shared common block service.

6.6 Number Porting. Customer must notify their CenturyLink account representative ten business days prior to porting any numbers to another carrier. Failure to provide such notice may result in an interruption of Service which will not be eligible for an Out-of-Service credit.

7. Directory Listings and Telephone Numbers.

7.1 One primary directory listing is furnished without charge for each Service system. Directory listings of main Station Lines may be provided at the regular business additional listing rate as specified in the Exchange and Network Services Tariff.

7.2 Intercept service will be provided on the main listed directory number for a total system disconnect.

7.3 Service telephone numbers may be sequential or non-sequential. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of Qwest. Customers not wishing to change their telephone number to be part of a total Centrex Prime system may keep their existing number(s) within the central office as an option. However, there would be a Centrex Prime chip-in charge for translating telephone numbers from outside the Centrex Prime customer group. Centrex Prime Service chip-in occurs when a non-sequential telephone number(s) is added to a new or existing sequential Centrex Prime number arrangement. Applicable miscellaneous nonrecurring charges under this Service Exhibit are set forth in Attachment 1.

7.4 Customers may reserve additional telephone numbers in blocks of 20 numbers for future use at the rates specified in the Exchange and Network Services Tariff.

8. Customer's Responsibilities.

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8.1 Customer is responsible for placement, installation, operation, maintenance, repair, and replacement of all inside wire (including riser cable), not owned by CenturyLink, and CPE that Customer uses in connection with Service. Premises wiring and CPE must be compatible with CenturyLink's provision of Service. Should any change in inside wiring (including riser cable) not owned by CenturyLink, or CPE, require CenturyLink to redesign Service provided under this Exhibit, Customer will reimburse CenturyLink for all costs incurred by CenturyLink in making such a change. Should Service fail due to inside wiring (including riser cable) not owned by CenturyLink, or CPE, the responsibility for failure will be solely that of Customer and CenturyLink will have no liability of any kind.

8.2 Customer will furnish the equipment space and electrical power required by CenturyLink to provide services under this Exhibit, to the Subscriber Network Interface, and will also make necessary arrangements to ensure CenturyLink has access to such spaces for installing, testing, inspecting, repairing or removing Service.

8.3 It is Customer's responsibility to ensure that Customer's use of Service is as an intrastate, intraLATA telecommunications Service in accordance with CenturyLink's State and/or FCC regulations. CenturyLink will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's Service, including but not limited to all applicable CenturyLink Access Tariff FCC No. 1 interstate access charges or intrastate Tariff access charges.

9. Termination Liability. Sections 9.2 and 9.3 do not apply if Service provided under this Exhibit is month-to-month.

9.1 Either party may terminate Service in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Exhibit, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Exhibit). Customer will remain liable for charges accrued but unpaid as of the termination date.

9.2 If, prior to the conclusion of the Term, Service and/or this Exhibit is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). If termination is prior to installation of Service, the Termination Charge will be those reasonable costs incurred by CenturyLink through the date of termination. If Customer terminates all or a portion of Service after installation, the Termination Charge will be equal to 25% of the monthly Station Line rate for Service terminated below the Minimum Line Commitment, as defined herein, times the months remaining in the Term (or fraction thereof). The "Minimum Line Commitment" will be 60% of the "Total Initial Threshold" as indicated in Attachment 3 or, at all times after the first anniversary date, the number of Station Lines in service each year on the annual anniversary date of this Exhibit. The anniversary date will be measured from the date of the last signature executing this Agreement if another date is not specified in this Agreement.

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

10. Out-of-Service Credit. When Service is interrupted for a period of at least 24 hours after notice by Customer to CenturyLink, a credit allowance equal to 1/30 of the monthly rate for all Services rendered useless will apply for each 24 hours, or fraction thereof, during which the interruption continues after notice to CenturyLink. Credit allowances in any billing period will not exceed the total charges for that period for Service that was rendered useless. Outages resulting from failure to notify a CenturyLink account representative prior to porting any numbers to another carrier do not qualify for an Out-of-Service credit.

11. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

11.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

11.2 Claims Related to Service. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to the out-of-service credit.

11.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Exhibit, each party's liability is limited to proven direct damages.

11.4 Other Direct Damages. For all other claims arising out of the Exhibit, the maximum liability for Customer and CenturyLink will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Exhibit in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Exhibit.

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11.5 These limitations of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Exhibit (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

12. Indemnification. Each party will defend and indemnify the other, their Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Exhibit and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the indemnifying party. Customer will also defend and indemnify CenturyLink, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users. "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service.

13. Miscellaneous.

13.1 General. This Exhibit's benefits do not extend to any third party (e.g., an End User). If any term of this Exhibit is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Exhibit is a waiver of any right under this Exhibit. The terms and conditions of this Exhibit regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Exhibit that should by their nature survive the termination of this Exhibit will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Exhibit or any of its rights or obligations under this Exhibit without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

13.2 Conflicts Provision. If a conflict exists among provisions within this Exhibit, the following order of precedence will apply in descending order of control: Tariff, the Agreement, this Exhibit, the Tech Pub and CenturyLink records.

13.3 Independent Contractor. CenturyLink provides Service as an independent contractor. This Exhibit will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

13.4 ARRA. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Exhibit or in an amendment to this Agreement.

13.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

13.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Exhibit. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

13.7 Governing Law; Dispute Resolution.

(a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Exhibit, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Exhibit will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(b) Limitations Period. Any claim relating to this Exhibit must be brought within two years after the claim arises.

13.8 No Resale; Compliance. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges Exhibit is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

13.9 Amendments; Changes. This Exhibit may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Exhibit. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT
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13.10 Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(a) Service Notices. All Customer 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 CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Exhibit may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(b) Legal Notice. All legal notices required to be given under the Exhibit will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT
Colorado Intrastate

ATTACHMENT 1
STATION LINE AND STANDARD FEATURE RATES

Basic Station Lines

Blocked Centrex Price	USOC	MRC	NRC
Basic Station Line	NSCEX	\$19.10	\$0.00

(1) For Agreements of 12-36 months, Customer will receive a 50% discount on listed nonrecurring charges (NRCs) for initial installs. For Agreements of 37-60 months, Customer will receive a 100% discount on listed NRCs for initial installs. Centrex Prime ISDN Loop Extension, optional features and subsequent station line moves, additions and changes do not qualify for discounted NRCs. NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT
Colorado Intrastate

ATTACHMENT 1 (Continued)
STATION LINE AND STANDARD FEATURE RATES

	<u>Month to Month</u>	<u>12 - 36 Months</u>	<u>37 - 60 Months</u>	<u>NRC(1)</u>
CENTREX PRIME OVER ALTERNATE FACILITY (2)				
PER STATION LINE	\$13.00	\$11.25	\$10.50	\$50.00
 <u>ISDN FUNCTIONALITY</u>				
ISDN 2B+S ADDER(3)				
1-300 ISDN Station Lines	\$18.00	\$16.00	\$15.00	\$30.00
301+	ICB	ICB	ICB	\$30.00
ISDN 2B+D ADDER (3)				
1-300 ISDN Station Lines	\$29.00	\$25.50	\$24.00	\$30.00
301+	ICB	ICB	ICB	\$30.00
 ISDN Loop Extension	 \$15.00	 \$13.25	 \$12.50	 \$250.00
Per Station Line				
 <u>COMM EQUIP (4) USOC: HYE</u>	 \$30.00	 \$30.00	 \$30.00	 \$160.00
 <u>NON-BLOCKED USAGE(5)</u>				
1-20 Lines per system (i.e. Common Block)	\$10.00	\$10.00	\$10.00	\$0.00
21-50 Lines per system (i.e. Common Block)	\$10.00	\$10.00	\$10.00	\$0.00
51-100 Lines per system (i.e. Common Block)	\$3.25	\$3.25	\$3.25	\$0.00
101-300 Lines per system (i.e. Common Block)	\$3.25	\$3.25	\$3.25	\$0.00
301+ Lines	\$3.25	\$3.25	\$3.25	\$0.00

(1) For Agreements of 12-36 months, Customer will receive a 50% discount on listed NRCs for initial installs. For Agreements of 37-60 months, Customer will receive a 100% discount on listed NRCs for initial installs. Centrex Prime ISDN Loop Extension, optional features and subsequent station line moves, additions and changes do not qualify for discounted NRCs. NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.

(2) Requires DS1 Channel Termination Facilities and Multiplexers as found in Private Line Transport Services Tariff or Price List.

(3) The ISDN Adder is in addition to the Centrex Prime Basic Station Line rate.

(4) This charge is in addition to all other applicable charges for Centrex Prime Station Lines.

(5) Usage rates are stair-stepped per system (i.e. Common Block). Each ISDN line requires two usage elements.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT

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**ATTACHMENT 1 (Continued)
STANDARD FEATURES**

The following standard features are included with the Basic Station Lines for Centrex Prime:

Automatic Callback
Call Forward Busy
Call Forward Don't Answer
Call Forward Variable
Call Hold
Call Park (5ESS and DMS-100 only)
Call Pickup
Call Transfer
Call Waiting - Dial Originating, Originating, Terminating, Cancel Call Waiting
Caller ID Number
Caller ID Name and Number
Call ID Delivery on Call Waiting
CMS*
Conference Call - 3 Way, 6 Way, Meet Me (DMS100 Only) Preset (DMS100 Only)
DID/DIODE
Distinctive Ringing/Distinctive Call Waiting Tone
Directed Call Pickup - w/Barge-In, non/Barge-In
Executive Busy Override (DMS100 Only)
Hunting - MLHG, Circular, Series)
Individual Line Billing
Intercept
Group Intercom (DMS100 Only)
Intrasystem Calling
Last Number Redial (DMS100 Only)
Make Set Busy (DMS100 Only)
Message Waiting Service – Audible
Message Waiting Service – Visual (CLASS compatible sets only)
Network Speed Call (DMS100 Only)
Night Service
Outgoing Trunk Queuing
SMDR*
Speed Calling
Terminal Group Station Restrictions
Touch Tone

*Although a standard feature, selection of this feature carries additional nonrecurring charges.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT**Colorado Intrastate****ATTACHMENT 1 (Continued)
STANDARD FEATURES**

The following standard features are included with the ISDN Station Lines for Centrex Prime:

<u>FEATURE</u>	<u>CUSTOM</u>	<u>NATIONAL</u>
Primary DN	X	X
Secondary DN	X	X
Multiple Shared Call		
Appearances of DN	X	X
Call Drop	X	X
Call Exclusion	X	X
Call Park		X
Display	X	X
Inspect	X	
Incoming Call Identification	X	X
Intercom		
<input type="checkbox"/> 1,2 digit	X	X
<input type="checkbox"/> automatic	X	X
Message Waiting Service	X	
Attendant Activation	X	
Outgoing Calling Line ID	X	X
Priority Calling-incoming	X	
Ringing Option		
<input type="checkbox"/> Abbreviated	X	X
<input type="checkbox"/> Delayed	X	X
<input type="checkbox"/> Normal	X	X
Standard Configuration Group	X	X
Subaddress Reservation		
<input type="checkbox"/> Originating	X	
<input type="checkbox"/> Terminating	X	
Terminal Management	X	

In addition, all standard features of a Basic Station Line are included with an ISDN Station Line except the following:

Call Hold (National Only)
 Call Waiting
 Caller Identification Name and Number
 Caller Identification Number
 Calling Identity on Call Waiting
 Conference-Meet Me
 Conference-Preset
 Data Call Protection
 Distinctive Ringing/Call Waiting Tone
 Executive Busy Override
 Last Number Redial
 Make Set Busy
 Network Speed Call

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT**Colorado Intrastate****ATTACHMENT 2
BUNDLED EXCHANGE ACCESS MATRIX**

# STATIONS	# NARS	# STATIONS	# NARS
1	1	541	44
3	2	556	45
6	3	571	46
10	4	586	47
13	5	601	48
17	6	616	49
22	7	631	50
28	8	646	51
42	9	661	52
50	10	676	53
58	11	691	54
87	12	706	55
98	13	722	56
122	14	737	57
135	15	752	58
148	16	767	59
160	17	783	60
173	18	798	61
187	19	813	62
200	20	829	63
213	21	844	64
227	22	859	65
240	23	875	66
254	24	890	67
268	25	906	68
280	26	921	69
295	27	937	70
309	28	952	71
324	29	968	72
338	30	983	73
352	31	999	74
366	32	1014	75
380	33	1030	76
395	34	1046	77
409	35	1061	78
424	36	1077	79
439	37	1092	80
453	38	1124	81
468	39	1139	82
482	40	1155	83
497	41	1171	84
512	42	1187	85
526	43	1202	86

Between 1200 and 3825 Stations, add 1 NAR for each additional 16 Stations.

Above 3825 Stations, add 1 NAR for each additional 17 Stations.

Additional NAR's may be purchased from the Exchange Access Tariff.

For block Centrex Prime CALC applies per NAR.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT**Colorado Intrastate****ATTACHMENT 3
COMMON SWITCHING ELEMENTS**

FEATURE DESCRIPTION	USOC	NRC	MONTHLY
1. Miscellaneous Facility Arrangements [1]			
Voice Grade Circuit Termination, per trunk group	FACPG	\$160.00	\$0.00
Voice Grade Circuit Termination, per circuit	FAC	\$0.00	\$10.00
FX/FCO Circuit Termination, per trunk group	FANPG	\$160.00	\$0.00
FX/FCO Circuit Termination, per circuit	FAN	\$0.00	\$10.00
WATS, outgoing each	FAO	\$40.00	\$1.00
800 Service, each terminated to Station Line [2]	FA8	\$40.00	\$1.00
2. Centrex Management System (CMS)			
Service Establishment, initial	MB5XX	\$1,000.00	\$0.00
Service Establishment, subsequent	CPVWO	\$500.00	\$0.00
Optional Features:			
Custom Reports	RCVXX	ICB	ICB
System Partitioning	PD8XX	\$500.00	\$0.00
Packet Control	PTGPS	\$1,500.00	\$0.00
3. Station Message Detail Recording (SMDR)			
SMDR-P Service Establishment, initial	SEPSP	\$340.00	\$0.00
SMDR-RAO Service Establishment, initial	SEPSR	\$240.00	\$0.00
Retransmission Archived Detail per SMDR-P request [3]	REH1X	\$300.00	\$0.00
Non-Standard Provision of SMDR per station	S6N	ICB	ICB

[1] Where a Centrex Prime Basic Station Line is extended as a voice grade circuit to another switching system, the rates and charges specified for a Centrex Prime Basic Station Line apply in addition to the rates and charges for a voice grade termination arrangement.

[2] If an incoming 800 Service call is transferred outside the system, transmission performance is not guaranteed.

[3] A request will not exceed 7 consecutive calendar days.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT**Colorado Intrastate****ATTACHMENT 3 (Continued)****MISCELLANEOUS NONRECURRING CHARGES**

FEATURE DESCRIPTION	USOC	NRC
1. Customer initiated customer group changes, per change	REAJO	\$75.00
2. Non sequential telephone number charge, per Station Line	REAJR	\$17.50
3. Change from blocked to non-blocked, per Station Line	NR9CH	\$20.00
4. Conversion charge from Centrex type service to Centrex Prime, per line	NR9CE	\$9.00
5. Change standard feature at same time as rearrange hunting, per line	REAKA	\$20.00
6. Standard feature(s) activation/deactivation, per Station Line	REAFM	\$5.00
7. Add/change ISDN feature package, per Station Line [1]	REAJN	\$20.00
8. Separate dept. billing, per each bill other than main billing TN	RCEDB	\$20.00

[1] To change from a Basic feature package to an ISDN feature package requires a disconnect of the analog Station Line and new installation of an ISDN Station Line and Customer selection of the appropriate feature package.

OPTIONAL SERVICE FEATURES

FEATURE DESCRIPTION	USOC	NRC	MONTHLY
1. Account Codes, per system	AZ8PS	\$75.00	\$30.00
2. Additional Secondary Directory Numbers, per number	A6QPN	\$10.00	\$0.50
3. Optional X.25 features per B or D channel:			
Closed user group, per channel	GXM	\$15.00	\$5.00
Incoming calls barred, per channel	GXJ	\$10.00	\$0.00
Additional logical channel, per channel	NW9AL	\$10.00	\$3.00
Outgoing calls barred, per channel	GXN	\$10.00	\$0.00
Permanent Virtual Circuit, per channel	GXP	\$15.00	\$5.00
Reverse charge acceptance, per channel	GXT	\$10.00	\$0.00
Reverse charge option, per channel	GXQ	\$10.00	\$2.50
4. Analog call appearance	MAZ	\$10.00	\$0.50
5. Attendant access line	DZR	\$10.00	\$8.00
6. Authorization codes per system	AFYPS	\$85.00	\$30.00
Subsequent additions of authorization codes [5]	REAJQ	\$210.00	\$0.00
7. Automatic Route Selection:			
Common equipment, per system [1]	F5GPG	\$2,200.00	\$50.00
Change and rearrange patterns and routes [2, 3]	READO	\$75.00	\$0.00
Facility Restriction Level, per system [4]	FRKPS	\$125.00	\$0.00
Time of day control, per system	ATBPS	\$125.00	\$0.00
Time of day control change schedule, per occurrence	RCHAS	\$100.00	\$0.00
Expensive route warning tone, per system	AQWPS	\$90.00	\$0.00
8. ISDN B channel packet, per channel	LTQ3X	ICB	ICB
9. Call exclusion-auto, per station	NXB	\$10.00	\$1.50
10. Call Forwarding BY/DA customer programmable, per line	FSW	\$10.00	\$0.50
Service Establishment Charge, per system	SEPFA	\$50.00	\$0.00
11. Call Forwarding over private facilities, per line	PFY	\$8.00	\$0.25
Service Establishment Charge, per system	PF3PS	\$850.00	\$0.00

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT**Colorado Intrastate****ATTACHMENT 3 (Continued)
OPTIONAL SERVICE FEATURES**

12. Custom Calling Features:			
Continuous Redial, per number	NSS	\$10.00	\$2.00
Call Trace, per number	[6]	[6]	[6]
Selective Call Forwarding, per number	NCE	\$10.00	\$2.00
Priority Call, per number	NSK	\$10.00	\$2.00
Last Call Return, per number	NSQ	\$10.00	\$1.00
Selective Call Rejection, per number	NSY	\$10.00	\$3.00
13. Digital Facility Interface [7]			
Common Equipment	D1E1X	\$650.00	\$125.00
Blocked System Circuit Connections			
Prime to Prime, per circuit end [8]	M5P	\$20.00	\$7.50
Prime to PBX, per circuit [10]	M62	\$20.00	\$13.00
Prime to IXC, per circuit	M63	\$20.00	\$7.50
Non-blocked System Circuit Connections			
Prime to PBX, per circuit [10]	EJ9	\$20.00	\$24.00
Prime DID Number, per number [9]	CNY	\$1.00	\$0.15
14. Direct Inward System Access (DISA), per code [11]	3DQ	\$55.00	\$1.00
Per code change	READA	\$55.00	\$0.00
15. Electronic Business Set (EBS) Service [11]			
EBS Interface, per line [12]	PP3	\$15.00	\$2.50
Primary Appearance Software Number, per number	SO3	\$7.50	\$1.00
Subsequent Appearance of Primary Directory Number, per app	SO5	\$10.00	\$0.00
Single Appearance of Directory Number, per number	SFB	\$7.50	\$1.00
Adjunct Module [13]	C2TAX	\$10.00	\$1.00
Standard Deluxe Feature Package:			
Call Forward Key	EATPK	\$8.00	\$0.00
Inspect Key	NP6PK	\$8.00	\$0.00
Executive Message Waiting	MGK	\$8.00	\$0.00
Group Intercom	GCN	\$8.00	\$0.00
Music on Hold EBS [14]	MHHPK	\$8.00	\$0.00
Originating/Terminating Line Select	SLB	\$8.00	\$0.00
Optional Features:			
DSS/BLF, per arrangement	BUD	\$8.00	\$2.00
Station Camp-On, per line	CPK	\$8.00	\$16.50
Service establishment	SEPFB	\$25.00	\$0.00
Message Center, per line	MFR	\$8.00	\$1.00
16. Hot Line, per line	HLN	\$8.00	\$1.00
17. Loudspeaker Paging, per trunk group	PTQPG	ICB	ICB
18. Message Waiting Visual [11, 15]	MLN	ICB	ICB
19. Music on Hold DMS 100, per system [11,16, 21]	MHHPS	\$75.00	\$30.00
20. Music on Hold 5ESS, per system [4, 16]	MOHPS	\$100.00	\$30.00
21. Non-Standard Configuration Group ISDN [4]	N3CPG	\$100.00	\$0.00
22. Time of Day NCOS, per line [11]	A4T	\$10.00	\$0.25
23. Time of Day routing, per line	ATB	\$10.00	\$0.25
Time of Day Routing, per ARS Pattern	ATBPZ	\$30.00	\$2.00

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT**Colorado Intrastate****ATTACHMENT 3 (Continued)
OPTIONAL SERVICE FEATURES**

24. Trunk Verification From Designated Station, per line [11]	BVS	\$100.00	\$5.00
25. Uniform Call Distribution (UCD)			
Basic UCD Hunt Group, per group	AHBPG	\$175.00	\$0.00
Per telephone number	AHBPN	\$8.00	\$2.00
UCD Hunt Group w/Queuing, Music on Queue, Annc [16, 20]			
Per group	MHMPG	\$175.00	\$0.00
Per telephone number	MHM	\$10.00	\$15.00
Additional Delay Announcement, per announcement	RKNXX	\$10.00	\$1.00
Make Busy Arrangement, per line [17, 18]	MB1	\$10.00	\$1.00
Per group [17, 18]	A9AEX	\$20.00	\$10.00
Call Waiting Indication, per group [19]	WUT	\$25.00	\$5.00
UCD for Circuit Switched Data, per station	NZT	\$10.00	\$2.00

- [1] Each WATS Band is treated as a separate route.
- [2] Where a toll restricted Station Line accesses a pattern whose final route is the Public Switched Network, overflow to the Public Switched Network will not occur.
- [3] Applicable when a change is required to a pattern route sequence or the pattern assigned to an area code or a prefix.
- [4] Available only from a 5ESS central office.
- [5] Nonrecurring charges apply to subsequent installation only.
- [6] Refer to Section 5.4.3 of Exchange & Network Services Tariff for usage charges.
- [7] Non-recurring charges apply to initial and subsequent activity.
- [8] For Centrex Prime to Centrex Prime connections, two DFIs will be required, one at each end.
- [9] Applies to M62 and EJ9.
- [10] Blocked Centrex Prime customers require the use of a NAR and a Centrex Prime Basic Station Line for each M62 circuit connection. Non-blocked Centrex Prime customers require the use of a UGXPS usage element and a Centrex Prime Basic Station Line for each EJ9 circuit connection.
- [11] Available only from a DMS-100 central office.
- [12] Includes Electronic Set Service standard features.
- [13] In addition, rates and charges specified above for primary directory number appearances and software number appearances apply.
- [14] Requires optional service feature Music on Hold.
- [15] Available on an ICB basis only, for existing Centron/Centrex Plus customers migrating to Centrex Prime.
- [16] Requires a voice grade circuit, to customer's music source as found in the Private Line Transport Services Catalog.
- [17] A low speed data channel from the Private Line Transport Services Catalog and special set with a Make Busy key is required.
- [18] The arrangement is only available from a 5ESS and 1AESS Central Office.
- [19] In addition, a low speed data channel from the Access Services Catalog applies. Limit of three unique timing states per UCD system.
- [20] Limit of one announcement channel per UCD system.
- [21] Provides Music on Hold to all stations excluding Electronic Business Sets.

CENTURYLINK CENTREX PRIME RATE STABILITY SERVICE EXHIBIT**Colorado Intrastate****ATTACHMENT 4
STATION LINES**

Service Address	Service Element(s)	Blocked	Non-Blocked	Qty
10 GALAPAGO STREET, DENVER, CO	Analog BSL	X		2
100 FEDERAL BOULEVARD, DENVER, CO	Analog BSL	X		1
100 WEST 13TH AVENUE, DENVER, CO	Analog BSL	X		12
100 WEST 14TH AVENUE PKWY, DENVER, CO	Analog BSL	X		21
1000 NORTH ELIZABETH STREET, DENVER, CO	Analog BSL	X		2
1011 20TH STREET, DENVER, CO	Analog BSL	X		6
10300 EAST YALE AVENUE, DENVER, CO	Analog BSL	X		6
10450 SMITH ROAD, DENVER, CO	Analog BSL	X		5
10500 EAST HAMPDEN, DENVER, CO	Analog BSL	X		3
10500 SMITH ROAD, DENVER, CO	Analog BSL	X		18
1101 LITTLE RAVEN, DENVER, CO	Analog BSL	X		1
12025 EAST 45TH AVENUE, DENVER, CO	Analog BSL	X		8
1226 BANNOCK STREET, DENVER, CO	Analog BSL	X		8
1241 WEST BAYAUD AVENUE, DENVER, CO	Analog BSL	X		3
1245 CHAMPA STREET, DENVER, CO	Analog BSL	X		4
1250 ACOMA STREET, DENVER, CO	Analog BSL	X		2
1271 WEST BAYAUD AVENUE, DENVER, CO	Analog BSL	X		4
1290 NORTH BROADWAY, DENVER, CO	Analog BSL	X		5
12927 ALBROOK DRIVE, DENVER, CO	Analog BSL	X		3
1295 SOUTH LOWELL BOULEVARD, DENVER, CO	Analog BSL	X		2
1300 ARAPAHOE, DENVER, CO	Analog BSL	X		6
1311 WEST 46TH AVENUE, DENVER, CO	Analog BSL	X		14
1323 CHAMPA STREET, DENVER, CO	Analog BSL	X		15
1325 WEST 11TH AVENUE, DENVER, CO	Analog BSL	X		2
1330 FOX STREET, DENVER, CO	Analog BSL	X		5
1331 CHEROKEE STREET, DENVER, CO	Analog BSL	X		26
1371 CHEROKEE STREET, DENVER, CO	Analog BSL	X		9
1375 HARRISON, DENVER, CO	Analog BSL	X		5
1420 ACOMA, DENVER, CO	Analog BSL	X		1
1426 ONEIDA STREET, DENVER, CO	Analog BSL	X		3
1437 BANNOCK STREET, DENVER, CO	Analog BSL	X		60
144 WEST COLFAX, DENVER, CO	Analog BSL	X		7
1500 SOUTH GRANT ST, DENVER, CO	Analog BSL	X		3
1501 WEST JEWELL AVENUE, DENVER, CO	Analog BSL	X		1
1505 WEST JEWELL AVE, DENVER, CO	Analog BSL	X		6
1555 CLARKSON, DENVER, CO	Analog BSL	X		6
1555 WEST MEXICO AVENUE, DENVER, CO	Analog BSL	X		1
15555 EAST 53RD AVENUE, DENVER, CO	Analog BSL	X		6
15555 EAST 53RD AVENUE, DENVER, CO	Analog BSL	X		6
1566 NORTH WASHINGTON STREET, DENVER, CO	Analog BSL	X		1
1580 EAST VIRGINIA AVENUE, DENVER, CO	Analog BSL	X		4
1601 SOUTH OGDEN STREET, DENVER, CO	Analog BSL	X		3
1616 PARK AVENUE, DENVER, CO	Analog BSL	X		3
1625 UNIVERSITY AVENUE, DENVER, CO	Analog BSL	X		11
16351 COUNTY ROAD 93, DENVER, CO	Analog BSL	X		24
1801 SOUTH HURON STREET, DENVER, CO	Analog BSL	X		5
1849 EMERSON STREET, DENVER, CO	Analog BSL	X		2
1890 WEST LAWRENCE STREET, DENVER, CO	Analog BSL	X		2
1930 35TH STREET, DENVER, CO	Analog BSL	X		1
200 WEST 14TH AVENUE, DENVER, CO	Analog BSL	X		5
2000 SOUTH HOLLY, DENVER, CO	Analog BSL	X		1
2000 WEST 3RD AVENUE, DENVER, CO	Analog BSL	X		3
2001 STEELE, DENVER, CO	Analog BSL	X		5

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201 WEST COLFAX AVENUE, DENVER, CO	Analog BSL	X		89
2013 SOUTH OSAGE STREET, DENVER, CO	Analog BSL	X		4
2080 NORTH YORK STREET, DENVER, CO	Analog BSL	X		2
2100 EAST 31ST STREET, DENVER, CO	Analog BSL	X		4
2100 NORTH STEELE STREET, DENVER, CO	Analog BSL	X		7
2100 SOUTH BROADWAY, DENVER, CO	Analog BSL	X		1
2121 SOUTH TENNYSON STREET, DENVER, CO	Analog BSL	X		3
2150 SOUTH CLAY STREET, DENVER, CO	Analog BSL	X		6
2155 NORTH AKRON STREET, DENVER, CO	Analog BSL	X		5
2195 W EST 38TH AVENUE, DENVER, CO	Analog BSL	X		3
2205 COLORADO BOULEVARD, DENVER, CO	Analog BSL	X		2
2243 SOUTH MONACO PKWY, DENVER, CO	Analog BSL	X		1
2300 STEELE STREET, DENVER, CO	Analog BSL	X		18
2320 EAST 11TH AVENUE, DENVER, CO	Analog BSL	X		3
2349 SSOUTH LOGAN, DENVER, CO	Analog BSL	X		5
2390 ULSTER, DENVER, CO	Analog BSL	X		1
2401 EAST COLFAX, DENVER, CO	Analog BSL	X		6
2500 EAST 23RD AVENUE, DENVER, CO	Analog BSL	X		3
2500 WASHINGTON STREET, DENVER, CO	Analog BSL	X		1
2504 SOUTH RALEIGH, DENVER, CO	Analog BSL	X		2
2525 SOUTH DECATUR, DENVER, CO	Analog BSL	X		5
2575 FEDERAL BOULEVARD, DENVER, CO	Analog BSL	X		5
2601 EAST 9TH AVENUE, DENVER, CO	Analog BSL	X		4
2650 EAST 49TH AVENUE, DENVER, CO	Analog BSL	X		4
2680 WEST MEXICO AVENUE, DENVER, CO	Analog BSL	X		2
2695 SOUTH COLORADO BOULEVARD, DENVER, CO	Analog BSL	X		4
2713 WELTON STREET, DENVER, CO	Analog BSL	X		1
2736 WELTON STREET, DENVER, CO	Analog BSL	X		6
2800 GLENARM, DENVER, CO	Analog BSL	X		3
2855 TREMONT PLACE, DENVER, CO	Analog BSL	X		6
2855 WEST HOLDEN PLACE, DENVER, CO	Analog BSL	X		5
2880 NORTH OSCEOLA STREET, DENVER, CO	Analog BSL	X		1
29060 UPPER BEAR, DENVER, CO	Analog BSL	X		2
2955 EAST 23RD AVENUE, DENVER, CO	Analog BSL	X		3
2960 FIFE COURT, DENVER, CO	Analog BSL	X		5
29614 UPPER BEAR CREEK ROAD, EVERGREEN, CO	Analog BSL	X		3
300 SOUTH IVY STREET, DENVER, CO	Analog BSL	X		3
300 UNION AVENUE, MORRISON, CO	Analog BSL	X		2
303 WEST COLFAX, DENVER, CO	Analog BSL	X		35
3100 SOUTH SHERIDAN, DENVER, CO	Analog BSL	X		6
3115 CHAMPA, DENVER, CO	Analog BSL	X		1
3181 EAST 23RD AVENUE, DENVER, CO	Analog BSL	X		9
3200 STEELE STREET, DENVER, CO	Analog BSL	X		5
3202 FEDERAL BOULEVARD, DENVER, CO	Analog BSL	X		1
3333 SOUTH COLORADO BOULEVARD, DENVER, CO	Analog BSL	X		6
3334 HOLLY STREET, DENVER, CO	Analog BSL	X		7
3375 PARK AVENUE, DENVER, CO	Analog BSL	X		7
3383 FOX, DENVER, CO	Analog BSL	X		4
3530 SOUTH MONACO PKWY, DENVER, CO	Analog BSL	X		2
354 GROVE, DENVER, CO	Analog BSL	X		1
3540 SOUTH POPLAR STREET, DENVER, CO	Analog BSL	X		1
3545 NORTH GAYLORD STREET, DENVER, CO	Analog BSL	X		1
3555 PECOS STREET, DENVER, CO	Analog BSL	X		1
360 NORTH HOOKER STREET, DENVER, CO	Analog BSL	X		3
3683 SOUTH YOSEMITE STREET, DENVER, CO	Analog BSL	X		4
3698 WEST 44TH AVENUE, DENVER, CO	Analog BSL	X		4
370 HOOKER, DENVER, CO	Analog BSL	X		1
3700 PEORIA, DENVER, CO	Analog BSL	X		1

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3777 LAFAYETTE STREET, DENVER, CO	Analog BSL	X		2
3801 E HAMPDEN AVENUE, DENVER, CO	Analog BSL	X		1
3815 STEELE STREET, DENVER, CO	Analog BSL	X		8
3822 HOLLY STREET, DENVER, CO	Analog BSL	X		11
3833 STEELE UNIT D, DENVER, CO	Analog BSL	X		1
3880 NEWPORT STREET, DENVER, CO	Analog BSL	X		3
3921 HOLLY STREET, DENVER, CO	Analog BSL	X		11
3970 EAST DARTMOUTH, DENVER, CO	Analog BSL	X		1
40 WEST 2ND AVENUE, DENVER, CO	Analog BSL	X		3
405 SOUTH PLATTE RIVER DRIVE, DENVER, CO	Analog BSL	X		5
410 WEST 14TH AVENUE, DENVER, CO	Analog BSL	X		5
4120 BRIGHTON BOULEVARD, DENVER, CO	Analog BSL	X		1
4150 EAST SHANGRI LA DRIVE, DENVER, CO	Analog BSL	X		7
4200 MORRISON ROAD, DENVER, CO	Analog BSL	X		3
4300 EAST DARTMOUTH AVENUE, DENVER, CO	Analog BSL	X		2
4306 SOUTH WOLFF STREET, DENVER, CO	Analog BSL	X		5
4330 EAST 48TH AVENUE, DENVER, CO	Analog BSL	X		3
4400 BRIGHTON BOULEVARD, DENVER, CO	Analog BSL	X		2
4415 JEBEL STREET, DENVER, CO	Analog BSL	X		3
4430 NAVAJO STREET, DENVER, CO	Analog BSL	X		3
4435 NAVAJO STREET, DENVER, CO	Analog BSL	X		2
444 INCA, DENVER, CO	Analog BSL	X		1
4440 NAVAJO STREET, DENVER, CO	Analog BSL	X		1
4495 JASON STREET, DENVER, CO	Analog BSL	X		4
4500 TENNYSON STREET, DENVER, CO	Analog BSL	X		3
4600 HUMBOLDT STREET, DENVER, CO	Analog BSL	X		21
4601 WEST 46TH, DENVER, CO	Analog BSL	X		5
4640 NORTH LIPAN STREET, DENVER, CO	Analog BSL	X		1
4650 NORTH STEELE STREET, DENVER, CO	Analog BSL	X		5
4685 PEORIA STREET, DENVER, CO	Analog BSL	X		2
4700 NORTH LOGAN STREET, DENVER, CO	Analog BSL	X		3
4700 WEST BYRON PLACE, DENVER, CO	Analog BSL	X		2
4800 HIMALAYA ROAD, DENVER, CO	Analog BSL	X		5
4801 LOGAN STREET, DENVER, CO	Analog BSL	X		1
4809 RACE STREET, DENVER, CO	Analog BSL	X		4
4830 S ACOMA STREET, ENGLEWOOD, CO	Analog BSL	X		1
4890 ARGONNE WAY, DENVER, CO	Analog BSL	X		3
4898 SOUTH DUDLEY STREET, DENVER, CO	Analog BSL	X		3
490 WEST COLFAX AVENUE, DENVER, CO	Analog BSL	X		17
4999 VRAIN STREET, DENVER, CO	Analog BSL	X		6
500 QUIVAS STREET, DENVER, CO	Analog BSL	X		3
501 WEST FLORIDA AVENUE, DENVER, CO	Analog BSL	X		3
5031 WEST 46TH AVENUE, DENVER, CO	Analog BSL	X		7
5090 BROADWAY, DENVER, CO	Analog BSL	X		2
5097 MEADE, DENVER, CO	Analog BSL	X		1
511 16TH STREET, DENVER, CO	Analog BSL	X		1
5125 RACE COURT, DENVER, CO	Analog BSL	X		4
5135 RACE COURT, DENVER, CO	Analog BSL	X		1
5160 NORTH YORK STREET, DENVER, CO	Analog BSL	X		3
5161 SHERIDAN BOULEVARD, DENVER, CO	Analog BSL	X		5
520 WEST COLFAX AVENUE, DENVER, CO	Analog BSL	X		27
5205 ADAMS STREET, DENVER, CO	Analog BSL	X		1
5300 MEMPHIS STREET, DENVER, CO	Analog BSL	X		7
5440 ROSLYN STREET, DENVER, CO	Analog BSL	X		26
550 EAST ILIFF, DENVER, CO	Analog BSL	X		6
601 KNOX COURT, DENVER, CO	Analog BSL	X		3
65 SOUTH ELATI STREET, DENVER, CO	Analog BSL	X		1
65 WEST 12TH AVENUE, DENVER, CO	Analog BSL	X		19

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660 EASTILIFF AVENUE, DENVER, CO	Analog BSL	X		1
671 SOUTH JASON, DENVER, CO	Analog BSL	X		2
6740 EAST COLFAX AVENUE, DENVER, CO	Analog BSL	X		1
678 SOUTH JASON STREET, DENVER, CO	Analog BSL	X		5
6820 EAST 12TH AVENUE, DENVER, CO	Analog BSL	X		3
701 EAST COLFAX AVENUE, DENVER, CO	Analog BSL	X		4
701 SOUTH FRANKLIN STREET, DENVER, CO	Analog BSL	X		4
7100 EAST CHERRY CREEK DRIVE, DENVER, CO	Analog BSL	X		4
715 SOUTH FOREST STREET, DENVER, CO	Analog BSL	X		6
715 SOUTH FRANKLIN STREET, DENVER, CO	Analog BSL	X		1
729 ULSTER WAY, DENVER, CO	Analog BSL	X		1
7301 EAST JEWELL AVENUE, DENVER, CO	Analog BSL	X		2
745 WEST COLFAX AVENUE, DENVER, CO	Analog BSL	X		3
785 SOUTH FLAMING COURT, DENVER, CO	Analog BSL	X		1
7934 EAST MLK BOULEVARD, DENVER, CO	Analog BSL	X		2
800 JOSEPHINE STREET, DENVER, CO	Analog BSL	X		1
820 SOUTH HUMBOLDT STREET, DENVER, CO	Analog BSL	X		2
850 SOUTH FEDERAL BOULEVARD, DENVER, CO	Analog BSL	X		4
8500 WEST DEER CREEK CANYON ROAD, LITTLETON, CO	Analog BSL	X		6
8540 LOWRY BOULEVARD, DENVER, CO	Analog BSL	X		3
8701 EAST ALAMEDA, DENVER, CO	Analog BSL	X		2
8775 MARTIN LUTHER KING JR BOULEVARD, DENVER, CO	Analog BSL	X		1
890 DELAWARE, DENVER, CO	Analog BSL	X		1
914 ELIZABETH STREET, DENVER, CO	Analog BSL	X		1
9140 EAST 33RD AVENUE, DENVER, CO	Analog BSL	X		1
915 DETROIT, DENVER, CO	Analog BSL	X		1
9150 EAST 50TH AVENUE, DENVER, CO	Analog BSL	X		1
9200 WEST SARATOGA, DENVER, CO	Analog BSL	X		3
945 SOUTH HURON STREET, DENVER, CO	Analog BSL	X		2
950 JOSEPHINE STREET, DENVER, CO	Analog BSL	X		39
9651 E. MARTIN LUTHER KING BOULEVARD, DENVER, CO	Analog BSL	X		5
99 SOUTH MONACO PKWY, DENVER, CO	Analog BSL	X		6
999 SOUTH CLERMONT STREET, DENVER, CO	Analog BSL	X		3
3398 SOUTH HAVANA, DENVER, CO	Analog BSL	X		1
4800 WEST KENYON AVENUE, DENVER, CO	Analog BSL	X		3
501 KNOX COURT, DENVER, CO	Analog BSL	X		3
909 YORK STREET, DENVER, CO	Analog BSL	X		17
950 13TH STREET, DENVER, CO	Analog BSL	X		12
1370 ARAPAHOE, DENVER, CO	Analog BSL	X		7
1515 13TH STREET, DENVER, CO	Analog BSL	X		8
2001 COLORADO BOULEVARD, DENVER, CO	Analog BSL	X		30
1515 13TH STREET, DENVER, CO	Analog BSL	X		5
2001 COLORADO BOULEVARD, DENVER, CO	Analog BSL	X		10
8500 PEÑA BOULEVARD, DENVER, CO	Analog BSL	X		106

Charges will commence upon provision of Service as evidenced by CenturyLink records and will be guaranteed for the Term of this Agreement. Additionally, CenturyLink's records will document the actual number of contracted lines. The Total Initial Threshold will apply to the combined total of Basic Station Lines and ISDN Station Lines.

* Enter the number of applicable Air Quarter Miles for service locations with 301+ station lines at a location.

METRO ETHERNET SERVICE EXHIBIT (Intrastate)

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

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

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

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

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

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

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

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

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

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

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

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

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

"LATA" means Local Access and Transport Area.

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

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

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

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

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

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

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

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notice by CenturyLink that the circuit is ready. Customer has five calendar days from CenturyLink's ready notice in which to inform CenturyLink if the circuit fails to operate. Within the five-day timeframe, if Customer neither informs CenturyLink about circuit failure nor accepts the circuit, then the circuit will be deemed accepted and the Start of Service Date will commence on the fifth calendar day following CenturyLink's ready notice, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit failures within the five-

METRO ETHERNET SERVICE EXHIBIT (Intrastate)

day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the failures, and upon correction, notify Customer that the circuit is ready, which will trigger another five-day period for Customer to accept the circuit or inform CenturyLink of circuit failures.

“TLS” means Transparent LAN Service.

“VLAN” means Virtual Local Area Network.

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

2. Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Service Term; Cancellation.

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

3.2 Cancellation.

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

(b) "Cancellation after Start of Service Date" means an Order Form requesting removal of a Service or cancellation of the Service Exhibit on or after its Start of Service Date. If this Service Exhibit or any Service provisioned under this Service Exhibit is canceled prior to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any NRCs or installation charges that CenturyLink discounted or waived; (iii) Construction costs and expenses incurred by CenturyLink to install the Service, if applicable; and (iv) a Cancellation Charge. The Cancellation Charge for circuits not requiring Construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Term, if any, for the canceled Service plus 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term beyond the first 12 months, if any. The Cancellation Charge for circuits requiring Construction is 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Term. If CenturyLink notifies Customer that Construction is required in order to provision a circuit and Customer cancels that circuit order

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because Customer does not approve those Construction charges, CenturyLink will not charge a Cancellation Charge for canceling that particular order.

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

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

Agreement Number: _____

METRO ETHERNET SERVICE EXHIBIT (Intrastate)

CITY AND COUNTY OF DENVER

EXHIBIT 1

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

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

Bandwidth Profile	Port Speed	Bandwidth MRC	Port Speed NRC
3 Mbps	10/100 Mbps	\$202.00	\$0
5 Mbps	10/100 Mbps	\$202.00	\$0
7 Mbps	10/100 Mbps	\$202.00	\$0
10 Mbps	10/100 Mbps	\$202.00	\$0
20 Mbps	10/100 Mbps	\$250.00	\$0
30 Mbps	10/100 Mbps	\$275.00	\$0
40 Mbps	10/100 Mbps	\$300.00	\$0
50 Mbps	10/100 Mbps	\$399.00	\$0
60 Mbps	10/100 Mbps	\$399.00	\$0
70 Mbps	10/100 Mbps	\$399.00	\$0
80 Mbps	10/100 Mbps	\$399.00	\$0
90 Mbps	10/100 Mbps	\$399.00	\$0
100 Mbps	10/100 Mbps	\$399.00	\$0
Bandwidth Profile	Port Speed	Bandwidth MRC	Port Speed NRC
100 Mbps	1000 Mbps	\$399.00	\$0
200 Mbps	1000 Mbps	\$425.00	\$0
300 Mbps	1000 Mbps	\$450.00	\$0
400 Mbps	1000 Mbps	\$475.00	\$0
500 Mbps	1000 Mbps	\$500.00	\$0
600 Mbps	1000 Mbps	\$550.00	\$0
700 Mbps	1000 Mbps	\$600.00	\$0
800 Mbps	1000 Mbps	\$650.00	\$0
900 Mbps	1000 Mbps	\$700.00	\$0
1000 Mbps	1000 Mbps	\$750.00	\$0
Bandwidth Profile	Port Speed	Bandwidth MRC	Port Speed NRC
1000 Mbps	10G Port	\$750.00	\$0
2000 Mbps	10G Port	\$1,100.00	\$0
3000 Mbps	10G Port	\$1,300.00	\$0
4000 Mbps	10G Port	\$1,500.00	\$0
5000 Mbps	10G Port	\$1,800.00	\$0
6000 Mbps	10G Port	\$2,100.00	\$0
7000 Mbps	10G Port	\$2,400.00	\$0
8000 Mbps	10G Port	\$2,600.00	\$0
9000 Mbps	10G Port	\$2,800.00	\$0
10000 Mbps	10G Port	\$2,995.00	\$0

CENTURYLINK OPTICAL WAVELENGTH SERVICE EXHIBIT**Intrastate**

This Service Exhibit ("Exhibit") is applicable only where the Customer orders the Optical Wavelength Service ("Service").

Tariff

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Exhibit. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. Service is subject to technical publication 77412 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

1. Scope.

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

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

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

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

2.1 Additions of new Service. Additional Optical Wavelength Service circuits will be handled on an Optical Wavelength Service pricing attachment added under this Agreement via amendment. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and special construction charges.

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

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

3. Filing Concurrence and Jurisdictional Guidelines.

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

3.2 Jurisdictional Guidelines. Customer understands that Service is an intrastate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, less than 10% of its usage will be interstate usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service.

CENTURYLINK OPTICAL WAVELENGTH SERVICE EXHIBIT**Intrastate**

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

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

6. Service Term; Termination.

6.1 Service Term. Each Optical Wavelength Service circuit ordered, including moves, upgrades, and renewals, will have its own "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue on a month-to-month basis under the terms of this Agreement and revert to CenturyLink's then-current month-to-month rates.

6.2 Termination. Either party may terminate Service in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Exhibit, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Exhibit). Upon termination of a Service, Customer will remain liable for charges accrued but unpaid as of the termination date. If a Service is terminated by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay a "Termination Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term if any, plus (b) 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term beyond the first 12 months. Service will no longer be subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

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

7. Charges and Billing.

7.1 Customer must pay CenturyLink all charges indicated on the pricing attachment by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.0% per month or the maximum rate allowed by law in accordance with the Customer's Prompt Payment Ordinance. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

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

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

8. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

CENTURYLINK OPTICAL WAVELENGTH SERVICE EXHIBIT**Intrastate**

9. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS EXHIBIT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

10.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

10.2 Claims Related to Service. For Service-related claims by Customer, Customer's exclusive remedies are limited to the SLA.

10.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Exhibit, each party's liability is limited to proven direct damages.

11. Miscellaneous.

11.1 General. This Exhibit's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Exhibit is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Exhibit is a waiver of any right under this Exhibit. The terms and conditions of this Exhibit regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Exhibit that should by their nature survive the termination of this Exhibit will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Exhibit or any of its rights or obligations under this Exhibit without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell Service.

11.2 Conflicts Provision. If a conflict exists among provisions within this Exhibit, the following order of precedence will apply in descending order of control: Tariff, the Agreement, this Service Exhibit, the Tech Pub and CenturyLink records.

11.3 Independent Contractor. CenturyLink provides Service as an independent contractor. This Exhibit will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

11.4 ARRA. Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Exhibit or in an amendment to this Agreement.

11.5 HIPAA. CenturyLink Communications, LLC does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

11.6 Credit Approval. Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Exhibit. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

11.7 Governing Law; Dispute Resolution.

(a) Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Exhibit, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Exhibit will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(b) Limitations Period. Any claim relating to this Exhibit must be brought within two years after the claim arises.

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11.8 No Resale; Compliance. Customer represents that it is not a reseller of any telecommunication services provided under this Exhibit as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

11.9 Amendments; Changes. This Exhibit may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Exhibit. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

11.10 Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either: (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(a) Service Notices. All Customer 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 CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Exhibit may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(b) Legal Notice. All legal notices required to be given under the Exhibit will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

<i>FOR CENTURYLINK INTERNAL USE ONLY</i>
<u>AQCB Quote No.</u>
<u>Date Concurred:</u>

PRICING ATTACHMENT
CITY AND COUNTY OF DENVER

AQCB Contract Number insert the Sold number from AQCB
Billing Number insert Billing Number

Service expires 60 months from the start of service date as evidenced by CenturyLink records (“Service Term”). When Customer is renewing a Service Pricing Attachment with no Service changes, the start of a new Service Term, identified in this paragraph, is the sole entry that needs to be completed. When Customer is changing Service under an amended Service Pricing Attachment, the AQCB Contract Number needs to be completed.

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

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

Circuit Type	Service Element	Quantity (# of rate elements / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	MRC Per Circuit	Total MRC	NRC Per Circuit	Total NRC
							ICB		

EXHIBIT B – CERTIFICATE OF INSURANCE

MEMORANDUM OF INSURANCE

DATE 12-Jan-2022

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=338138717>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. A Greenwich Insurance Company
INSURED Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Qwest Corporation; Embarq Corporation, Level 3 Communications, LLC and CenturyLink Communications, LLC 100 CenturyLink Drive Monroe Louisiana 71203 United States	Co. B XL Specialty Insurance Co.
	Co. C Allianz Underwriters Insurance Company
	Co. D XL Insurance America, Inc.
	Co. E
	Co. F

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USO UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033309	01-Sep-2021	01-Sep-2022	GENERAL AGGREGATE	USD 15,000,000
					PRODUCTS COMP/OP AGG	USD15 ,000,000
					PERSONAL AND ADV INJURY	USD3,000,000
					EACH OCCURRENCE	USD3,000,000
					FIRE DAMAGE (ANY ONEFIRE)	USD3,000,000
					MED EXP (ANY ONE PERSON)	USD10,000
A D	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033409 - AOS RAD500061401 - USVI	01-Sep-2021 01-Sep-2021	01-Sep-2022 01-Sep-2022	COMBINED SINGLE LIMIT	USD2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	U5 Z000023190001	01-Sep-2021	01-Sep-2022	EACH OCCURENCE	USD10 ,000,000
					AGGREGATE	USD 10,000,000
B B B B	WORKERS COMPENSATION/ EMPLOYERS LIABILITY THE PROPRIETOR /PARTNERS/ EXECUTIVE OFFICERS ARE Included	RWD500032909 AOS RWR500033009 WI RWE500033109 WA RWE500033209 OH	01-Sep-2021 01-Sep-2021 01-Sep-2021 01-Sep-2021	01-Sep-2022 01-Sep-2022 01-Sep-2022 01-Sep-2022	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD1,000,000
					EL DISEASE- POLICY LIMIT	USD1,000,000
					EL DISEASE – EACH EMPLOYEE	USD1,000,000

EXHIBIT B – CERTIFICATE OF INSURANCE

C	Technology E&O incl. Cyber/Privacy Liability	U5Z000023190001	01-Sep-2021	01-Sep-2022	Limits	USD 10,000,000 each claim/aggregate
B	Crime	ELUI 7739321	01-Sep-2021	01-Sep-2022	Limits	USD 10,000,000
C	Property	U5Z000023190001	01-Sep-2021	01-Sep-2022	Amount of Insurance	USD25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

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PRODUCER Marsh USA Inc. ("Marsh")	INSURED Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Qwest Corporation; Embarq Corporation, Level 3 Communications, LLC and CenturyLink Communications, LLC 100 CenturyLink Drive Monroe Louisiana 71203 United States
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ADDITIONAL INFORMATION

U.S. PROPERTY

Deductible: USD25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

U.S. GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)- Any person or organization with whom you have entered into a contract or agreement, or by statute, law or code of ordinances. Separation of Insureds Applies

U.S. AUTOMOBILE LIABILITY

Additional Insured - any person or organization you are required in a written contract, agreement, statute, law or code of ordinances provided the "bodily injury" or "property damage" occurs subsequent to the executive of the contract, agreement, statute, law or code of ordinance.

EXHIBIT B – CERTIFICATE OF INSURANCE

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)- Any person or organization with whom you have waived prior to the "accident" or the "loss" under a contract with that person or organization, or under statute, law or code of ordinances.

Separation of Insureds Applies.

U.S. AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA- SELF-INSURED - \$USD1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Where required by written agreement signed prior to loss, or required by statute, law or code of ordinances executed prior to loss.

NON-U.S. GENERAL LIABILITY

Policy Period: September 1, 2021 to September 1, 2022

Policy No. 80-0278026

Insurer: The Insurance Company of the State of Pennsylvania

USD8,000,000 Master Control Program Aggregate

USD4,000,000 General Aggregate

USD4,000,000 Products-Completed Operations Aggregate USD2,000,000 Personal &

Advertising Injury Limit

USD2,000,000 Each Occurrence Limit

USD1,000,000 Damage to Premises Rented to You Limit USD250,000 Medical

Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

NON-US BUSINESS AUTO LIABILITY

Policy No. 80-0278577

Insurer: The Insurance Company of the State of Pennsylvania

USD2,000,000 Liability Limit, any one accident

USD25,000 Medical Expense Coverage, each accident

NON-US VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY

Voluntary Compensation - employee injury benefits varies by classification of employee

Policy No. 8374804

Insurer: The Insurance Company of the State of Pennsylvania USD2,000,000 Employers

Liability Injury by Accident Each Accident

USD2,000,000 Employers Liability Injury, by Disease, policy limit

USD2,000,000 Employers Liability Injury, by Disease, each employee

NON-US PROPERTY

Property Coverage: "All Risk" of Direct Physical Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind (all subject to sublimits)- Replacement Cost Basis, and Business Interruption - Actual Loss Sustained. Coverages listed may be subject to additional sublimits as outlined in the policy. Policy No. PPR 0233433-05

Insurer: Zurich American Insurance Company

Policy Period: March 15, 2021 to March 15, 2022

Amount of Insurance: USD\$75,000,000 Deductible:

USD\$75,000,000

EXHIBIT B – CERTIFICATE OF INSURANCE

WORLDWIDE EXCESS/UMBRELLA

Coverage applies per occurrence

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement, statute, law or code of ordinances.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement, statute, law or code of ordinances.

Separation of Insureds Applies.

WORLDWIDE CONTRACTOR'S POLLUTION

Policy No. 03101161

Insurer: Allied World Assurance Company (U.S.) Inc.

Policy Period: May 1, 2019 to May 1, 2022

Limits of Liability: USD3,000,000 each pollution condition / USD3,000,000 aggregate USD1,000,000 Deductible

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

TECHNOLOGY E&O INCL. CYBER

Additional Insured as required by written contract and only as respects Claims against such person or entity for acts, errors or omissions of the Insured Organization.

Waiver of Subrogation as required by written contract made before an incident or event giving rise to a Claim or Loss.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.