LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC," "Purchaser," "Customer," or "Lead Contracting Agency") and CenturyLink Communications LLC d/b/a Lumen Technologies Group ("Vendor," "CenturyLink," or "Lumen").

RECITALS

WHEREAS, the Vendor is in the business of selling certain NETWORK CONNECTIVITY FOR GOVERNMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for NETWORK CONNECTIVITY FOR GOVERNMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2055 for NETWORK CONNECTIVITY FOR GOVERNMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2055 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

1.12 "Service Attachment" shall mean Vendor's Service exhibits or schedules attached hereto and incorporated herein as "Attachment F"

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements; such negotiated provisions may be memorialized at the order, statement of work, or Participating Agency agreement level as applicable. In the event that the provisions of this Agreement conflict with any Purchase Order or participating agreement between a Participating Agency and Vendor, the specifically negotiated provisions with the Participating Agency will govern over this Agreement, but only with respect to purchases by the specific Participating Agency. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) Attachment F, Vendor's Service Exhibits/Schedules
(iii) Vendor's Proposal; and
(iv) The RFP;

If a Participating Agency executes an agreement with Vendor that modifies the above documents for purchases by the Participating Agency, the terms and conditions between the Participating Agency and Vendor will control over the above for purchases only by that Participating Agency.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be

exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement may be extended for up to three (3) successive one (1) year periods upon mutual agreement between the Parties by written Amendment; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party. In the event of such termination, Purchaser shall pay to Vendor all amounts accrued but unpaid as of such termination date, including any special construction or third party costs.

3.3 Unless otherwise set forth in the applicable Service Attachment, Purchaser may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Vendor identifying the affected Order and Service. If Purchaser does so, Purchaser will pay Vendor a cancellation charge equal to the sum of: (1) for "Off-net" Service, third party termination charges for the cancelled Service; (2) for "On-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Vendor's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Vendor and its affiliates. "On-Net" is defined as local access circuits provided on the network owned and operated by Vendor and its affiliates.

3.4 Unless otherwise set forth in the applicable Service Attachment, Purchaser may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Vendor. If Purchaser does so, or if Service is terminated by Vendor as the result of Purchaser's default, Purchaser will pay Vendor 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 under this Agreement. The charges in this Section represent Vendor's reasonable liquidated damages and are not a penalty.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA. Notwithstanding the foregoing, pricing specified in Attachment A is exclusive of taxes, fees, and surcharges. Purchaser may present Vendor with an exemption certificate that eliminates Vendor's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

4.2 Unless otherwise set forth in a Service Attachment, Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Purchaser's payments to Vendor must be made via an ACH transfer or any Vendor approved payment portal (e.g., Control Center) in the currency stated on the invoice. Vendor may charge administrative fees where Purchaser's payment and invoice preferences deviate from Vendor's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Vendor may charge Purchaser reasonable attorneys' fees and any third-party collection costs Vendor incurs in collecting such amounts. Purchaser is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Purchaser reasonably disputes an invoice, Purchaser must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Vendor determines in good faith that a disputed charge was billed correctly, Purchaser must pay such amounts within 10 days after Vendor provides notice of such determination. Purchaser may not offset disputed amounts from one invoice against payments due on the same or another account. Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as reasonably directed by Purchaser.

4.3 Purchaser is responsible for all taxes and fees arising in any jurisdiction imposed on Purchaser, Vendor, or a Vendor affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Vendor's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Purchaser is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Vendor, then Purchaser must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Purchaser will not be less than Vendor would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Unless otherwise set forth in a Service Attachment, Vendor will deliver written or electronic notice (a "Connection Notice") to Purchaser when Service is installed, at which time billing will commence ("Service Commencement Date"). If Purchaser notifies Vendor within three days after delivery of the Connection Notice that Service is not functioning properly, Vendor will correct any deficiencies and, upon Purchaser's request, credit Purchaser's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Vendor cannot complete installation due to Purchaser delay or inaction, Vendor may begin charging Purchaser for the Service, and Purchaser will pay such charges

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies authorized to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all direct damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), for third party claims suffered directly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any obligation, covenant, representation or warranty made by Vendor in this Agreement that results in personal injury, death, or loss or destruction of personal or tangible property, (ii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iii) any failure of Vendor, its subcontractors, or their respective employees to provision the Products and Services in compliance with any Applicable Law, and (iv) any Employee Taxes or Unemployment Insurance . Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation, or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency, Purchaser or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS SET FORTH IN SECTION 6.3 OF THIS AGREEMENT, OR AS OTHERWISE SET FORTH IN THE APPLICABLE SERVICE ATTACHMENT, CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY AN INDIVIDUAL PURCHASER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6.3 INTELLECTUAL PROPERTY. CenturyLink shall defend Customer and its affiliates against any third party claim filed against Customer on or after the Effective Date and alleging that a Service, as provided by CenturyLink, 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, (ii) CenturyLink's design or modification of a Service in accordance with Customer's specific instructions, specifications or requirements; (iii) use or operation by or on behalf of Customer of a Service other than in accordance with this Agreement or other written documentation provided by CenturyLink; (iv) content, data, or other information provided by or on behalf of Customer

("Customer Content"). CenturyLink will also pay any costs of settlement or any damages finally awarded by a court of competent jurisdiction against Customer and payable to such third party as a result of such third party claim, except that CenturyLink will have no liability or responsibility hereunder for any measure of costs or damages calculated upon Customer's revenue or sales volume.

CenturyLink's obligations under this section are contingent upon Customer: (i) providing prompt notice of such claim to CenturyLink in writing, (ii) providing CenturyLink with sole control and authority over the defense and/or settlement of such claim, and (iii) cooperating with CenturyLink (at CenturyLink's expense) in the defense and/or settlement of such claim upon CenturyLink's written request. If a claim for which CenturyLink may have a defense or payment obligation hereunder is or may be made, CenturyLink may, at its option and expense: (i) obtain for Customer 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 ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S ("DEFENDING PARTY") TOTAL AND CUMULATIVE LIABILITY UNDER THIS SECTION 6.3 INCLUDING DEFENSE RELATED COSTS AND PAYMENT OBLIGATIONS (COLLECTIVELY, "INTELLECTUAL PROPERTY INFRINGEMENT COSTS"), WILL NOT EXCEED THE GREATER OF: (a) $1 MILLION UNITED STATES DOLLARS AND (b) ANY FEES PAID BY CUSTOMER HEREUNDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE DEFENDING PARTY IS FIRST NOTIFIED OF A CLAIM, IN EACH CASE (a) AND (b), LESS AGGREGATE INTELLECTUAL PROPERTY INFRINGEMENT COSTS PREVIOUSLY PAID BY THE DEFENDING PARTY UNDER THIS SECTION 6.3

6.4 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – DISCLAIMER OF WARRANTIES

Disclaimer of Warranties. VENDOR 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.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Unless otherwise set forth in a Service Attachment, for Products, "Acceptance" means Purchaser agrees that Vendor has delivered the Products identified in the applicable Order. Purchaser agrees that Lumen has delivered the Products when either; (a) the Products ship from the manufacturer where Vendor does not install the Products; or (b) the Products are delivered to Purchaser where Vendor or Vendor's designated third party installs or configures the Product. Purchaser will notify Vendor in writing of any portion of Products that do not operate materially in accordance with the manufacturer's specifications. Failure to notify Vendor within 10 days of actual delivery date constitutes final Acceptance. Vendor 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

8.2 [Reserved for Numbering.]

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser, which consent Purchaser shall not unreasonably withheld.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder..

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 -SERVICE LEVELS AND REMEDIES

13.1 **Service Levels**. Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Vendor does not meet a Service Level, Vendor will issue to Purchaser a credit as stated in the applicable Service Attachment on Purchaser's request, except that credits will not be provided for Excused Outages. Vendor's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under this Article 13 and force majeure events, unless otherwise defined in a Service Attachment

Unless otherwise set forth in a Service Attachment, to request a credit, Purchaser must contact Customer Service (contact information is located at https://www.lumen.com/en-us/home.html) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Purchaser's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

13.2 **Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Vendor will: (1) provide Purchaser seven days' prior written notice, (2) work with Purchaser to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Purchaser will: (1) provide Vendor with circuit facility and firm order commitment information and design layout records to enable cross-connects to Vendor Service(s) (provided by Vendor subject to applicable charges), (2) cooperate with Vendor (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Vendor a written disconnection firm order commitment from the relevant third-party provider. Vendor may re-provision any local access circuits from one Off-net provider to another or to the Vendor owned and operated network (On-net), and such changes will be treated as scheduled maintenance.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Vendor via Purchaser's portal at https://www.centurylink.com/business/login/ or via the following website / link: https://www.lumen.com/help/en-us/disconnects.html and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Vendor via Purchaser's portal at https://www.centurylink.com/business/login/ or via Email at: billing@lumen.com. Purchaser failure to follow this process and/or provide complete information may result in continued charges that will not be credited.

All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Purchaser as provided in the Agreement or in its absence, to Purchaser's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, supply chain interruptions and availability of equipment, cable cuts and power outages caused by third parties not under Vendor's direction or control, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT AND RESALE

This Agreement may not be assigned in whole or in part by Vendor or Purchaser without prior written consent of the other party, which shall not be unreasonably withheld or delayed. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (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. Any assignee of Purchaser must have a financial standing and creditworthiness equal to or better than Purchaser's. Unless otherwise set forth in a Service Attachment, Purchaser may provide Service to third parties or use the Services in connection with goods or services provided by Purchaser to third parties ("Purchaser Provided Services"). To the extent permitted under law, Purchaser will be responsible for any claims arising from or related to any Purchaser Provided Services. If Purchaser sells telecommunications services, Purchaser certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. Unless otherwise specified herein, in the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 – COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

ARTICLE 25- ADDITIONAL TERMS

25.1 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

25.2 Acceptable Use Policy and Data Protection. Purchaser must comply with the Acceptable Use Policy ("AUP"), which is available at https://www.centurylink.com/aboutus/legal/acceptable-use-policy.html, for Services purchased under this Agreement. Vendor may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Vendor's network and customers. If Purchaser will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Purchaser is responsible for requesting such terms from Vendor.

25.3 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). Vendor policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Purchaser will cooperate with Vendor regarding compliance with these rules and policies and will notify Vendor of all Services Purchaser purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

25.4 Construction. Construction charges apply if; (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Service Schedule are required beyond the demarcation point, that cause Lumen to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled. If facilities are not available to meet an order for service and Contractor is required to construct facilities at a cost higher than the quoted rate, Contractor will cooperate with Purchaser to develop an alternative service solution. If an alternative service solution cannot be agreed upon, Contractor or Purchaser may terminate that part of the order without penalty.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Michael D Cully (Sep 23, 2021 17:03 PDT)

Printed Name: Michael D Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: Sep 23, 2021

VENDOR:

Signature: Susan Baker (Sep 24, 2021 14:53 MDT)

Printed Name: Susan Baker

Title: Manager-Offer Management

CenturyLink Communications LLC d/b/a Lumen Technologies Group

Dated: Sep 24, 2021

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Network Connectivity	
Product/Service	**Discount**
Cloud Application Manager (CAM)	15%
Cloud Connection	33%
Dynamic Connections	0%-38%
E-Services	38%
GovCloud	7%

*ADDITIONAL CONFIGURATIONS AVAILABLE ON AN INDIVIDUAL CASE BASIS

Network Infrastructure	
Product/Service	**Discount**
Colocation	20%
Custom Solutions - Managed Services	ICB
Data Circuits for WAN - CenturyLink Ethernet Service	Special Rate
Data Circuits for WAN - Dark Fiber	ICB
Data Circuits for WAN - Managed Routers	40%
Data Circuits for WAN - MPLS/IPVN (Access)	Special Rate
Data Circuits for WAN - MPLS/IP VPN (Port)	60%
Adaptive Network Security	0%-30%
Dedicated Internet (Port)	Special Rate
Managed Firewall	Special Rate
IQ SIP Trunk	5%-25%
Network Management Service (NMS)	14%-30%
Optical Wavelength Service (OWS)	56%
SD-WAN	Special Rate
Unified Communications - Hosted VoIP	0%-100%
Unified Communications - Hosted Collaboration Services (HCS)	10-52%
Unified Communications - Voice Complete	Special Rate
Unified Communications - Audio Conferencing	Special Rate
Unified Communications - Cisco WebEx	Special Rate

*ADDITIONAL CONFIGURATIONS AVAILABLE ON AN INDIVIDUAL CASE BASIS

Other	
Product/Service	**Discount**
Cloud Application Manager (CAM)	15%
DDoS	6%-80%
Enhanced Cybersecurity Service	20%
EZRoute	5%-25%
Hosted IVR	12%-20%
Interaction Routing	0 -5%
Managed Enterprise - Cisco Meraki	Special Rate
Managed Services	9%-10%
Network Based Security (NBS)	5%-10%
Network Protection Services	35%

*ADDITIONAL CONFIGURATIONS AVAILABLE ON AN INDIVIDUAL CASE BASIS

Install, Service, Maintenance	
Product/Service	**Discount**
Programmer, Analyst, Engineer, Trainer, etc.	18%-37%

*ADDITIONAL CONFIGURATIONS AVAILABLE ON AN INDIVIDUAL CASE BASIS

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

The following Service Attachments are initially attached and incorporated into the Agreement. Additional Service Attachments may be added by Amendment or by Customer placing an Order.

- Hybrid Technologies Service Exhibit
- Cisco Webex Calling delivered by CenturyLink Service Schedule
    - Addendum for Resale of Cyxtera Colocation Services
- Conferencing Service Exhibit
- Custom Solutions and Services Schedule
- DDoS Service Exhibit
- CenturyLink Network Firewall Service – Service Schedule
- Domestic Voice Service Exhibit
    - Long Distance and Toll Free Rate Addendum
- Hosted VoIP & IQ SIP Service Exhibit
- Local Access Service Exhibit
- CenturyLink® Managed Enterprise with Cisco Meraki Service Exhibit
- Optical Wavelength Service Exhibit
- Rental CPE Service Exhibit
- Lumen SD-WAN Service Exhibit
- CenturyLink® Wavelength Lease Service (former Level 3) – Service Schedule
- CenturyLink® Data Center Facility Services – Service Schedule
- Distributed Denial of Service Mitigation Service
- Dynamic Connections-Ethernet Service Schedule
- Level 3® Enterprise Voice SIP Based Services
- 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
- CenturyLink® Network Protection Service
- Network Management Service Exhibit
- Service Appendix (Retail Version)
    - Cisco WebExConferencing Service Attachment
    - Hosted IVR Service Exhibit for Virtual Ports
    - Hosted IVR (Minutes of Use) Service Exhibit
    - Interaction Routing Service Exhibit
    - CenturyLink® Metro Dark Fiber Service – Lease (North America) Service Schedule
    - Cisco Hosted Collaboration Solution delivered by Lumen Service Schedule
    - CenturyLink® Collaboration Services (Former Level 3) Service Schedule
    - CenturyLink® Managed Premises Firewall Service Service Schedule

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 and 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.

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, CENTURYLINK CLOUD AND CLOUD APPLICATION MANAGER SERVICES**
- **SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES**
- **SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**

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 http://www.lumen.com/taxes. All invoices will be issued to Customer and paid in the currency specified in the Service Order. Customer will pay invoices free of currency exchange costs, or bank charges.

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

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

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

4. Security Obligations.

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

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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 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)

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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).

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

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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.

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-sublicenseable, 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

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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.

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.

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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.

"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 http://www.ctl.io or http://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 http://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, CenturyLink Cloud, 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 http://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: CENTURYLINK CLOUD SERVICES

The services covered by this Service Schedule are the CenturyLink Cloud services provided by Lumen to Customer from time to time (collectively, "Cloud Services" or "Services") and included on http://www.ctl.io/ (the "Website") and the Client Management section of the Website (the "Control portal"). Not all Cloud Services are available in all regions or countries and are subject to availability.

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

Customer's use of Services is subject to acceptance by Customer of the additional terms applicable to certain services and software available at https://www.ctl.io/legal/centurylink-cloud/supplementalterms/, the CenturyLink Cloud Service Guide, available at https://www.ctl.io/legal/centurylink-cloud/serviceguide/, and the SLA Attachment applicable to the Service is available at https://www.ctl.io/legal/sla.

1. Description. Cloud Services are a pay for use service in a multi-tenant data center environment, which includes use of either virtual or dedicated, physical, non-virtualized servers, and online templates to add orchestration and application services. Lumen provides the underlying infrastructure, including space and power for the virtual service, public Internet connectivity and a selection of pre-defined compute resources, storage resources, and operating systems, use of the Control portal and API for provisioning and management.

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

3. Term. The Service Term of any individual Cloud Service not subject to a Cloud Term Commit will commence on the applicable Service Commencement Date and will remain in effect for so long as Customer continues to access and use the Service (i.e. month to month). The Service Term of any Cloud Service subject to a Cloud Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Service Order. Unless, prior to expiration of the Cloud Term Commit, Customer signs a new Service Order, the term will automatically renew for month to month terms at then current rates and without any further term or spend commitment.

4. 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 Control portal to order 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 Control portal. All rates and fees associated with the Services are posted on the Website in USD.

4.1 Pay for Use Services. Posting on the Website is effective notice for all following:

4.1.1 Fees and charges for any new Service or new feature of a Service may be added at any time, however, fees for new Services or Service features will not be effective until purchased by Customer.

4.1.2 Lumen may increase fees for any existing individual Service or remove any material service offering by providing not less than 60 days' notice prior to the effective date of such increase and/or removal of material services by posting on the Website.

4.1.3 All rates and fees associated with pay for use Services are posted in USD on the Website and billed monthly in arrears in the local currency equivalent selected by Customer.

4.2 Any Cloud Services subject to a Cloud Term Commit will be invoiced either (a) the MMRC if actual usage is less than the MMRC; or (b) the actual usage if actual usage is greater than the MMRC.

4.3 Usage based or pay for use Services may be lowered or dialed down to zero at any time; but doing so does not constitute termination of Service. Customer must follow Lumen's termination procedures made available in Control portal in conjunction with any other applicable Notices provision in this Service Schedule.

5. Termination; Effect of Termination.

5.1 Customer may terminate any individual Cloud Service at any time for any reason or no reason without liability for early termination charges. If any Cloud Service subject to a Cloud 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 Cloud 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

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charges). Customer must follow Lumen's termination procedures made available in the Control portal in conjunction with any other applicable Notices provision in the Service Exhibit. 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 such noncompliance.

5.2 Notwithstanding any notice of termination or discontinuance of use of the Cloud Services by Customer or termination of Cloud Services by Lumen, Lumen will not deem any notice of termination effective and all applicable monthly recurring or usage based fees and all provisions of this Service Schedule, the Service Exhibit and Agreement will continue to apply until Customer removes and/or deletes any and all Cloud content and/or stored Customer Data. If Cloud content and/or stored Customer Data remains not deleted or removed greater than 30 days after Customer's notice that it intends to terminate the Service or Lumen´s notice of termination or if Customer has dialed down usage to $0.00 and zero usage continues for greater than 30 days, Lumen reserves the right to delete any and all Cloud content and/or Customer Data, without further obligation or liability to Customer.

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

7. 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 in cases where Customer can self-provision and self-configure the Services. Customer acknowledges that the Customer environment may be configured in ways that may reduce security. 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. Customer is solely responsible for determining the suitability of the Services considering the type of Customer Data used with the Services.

8. Customer Responsibilities.

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

8.2 Customer is responsible for all fees associated with third-party cloud consumption. Customer is responsible for ensuring that Lumen has all appropriate permissions to install the Lumen provided Software on third party infrastructure. Customer is also responsible for enabling Lumen management access to the third-party infrastructure.

9. Definitions.

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

"Managed Services" means certain usage based managed operating systems and/or managed applications, including web, middleware, database applications, that a Customer may elect to purchase via a Service Order.

"Control portal" means the Client Management section of the Website. Customer may access certain Services via an API or the Control portal. Lumen may modify the Control portal at any time.

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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 http://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

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

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

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

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

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

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

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

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

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 buisiness 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 connectity, 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 minue 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 internatinal 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 Cisco for use with the Service (collectively "Products"). All sales are final accept 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

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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 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

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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).

(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)

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(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 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 emergencycalls 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/HVIQSIP/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, facsimileand 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

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(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

3.2 CenturyLink Responsibilities

(a) 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, assocated 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/HVIQSIP/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.*

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 PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE CENTURYLINK OF

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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 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.

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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. CONFIDENTIALITY. CenturyLink agrees that the existence and terms of this SLA, any reporting of Availability Levels, and the issuance of any credits in accordance with this SLA, are strictly confidential and shall only be disclosed to Customer, and to employees of the parties on a "need to know" basis for purposes of fulfilling the parties' obligations hereunder. Neither party will disclose to any third party the existence, intent, or terms of this SLA without the prior written consent of the other party.

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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.

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.

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(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.
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.

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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 Recordnig 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.

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:

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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: 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.

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.

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MASTER PRICE AGREEMENT
CONFERENCING SERVICE EXHIBIT
PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

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MASTER PRICE AGREEMENT
CUSTOM SOLUTIONS AND SERVICES SCHEDULE

1. Availability. Custom Solutions and Services Schedule ("Schedule") is entered into between CenturyLink and Customer and is effective as of the date last signed ("Schedule Effective Date"). If CenturyLink 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 CenturyLink Master Service Agreement or other service agreement executed between the parties, or the then current standard CenturyLink 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 CenturyLink 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.

2. Services and Acceptance. This Section replaces the Orders section in the Agreement for Services purchased under this Schedule. CenturyLink will provide the professional, consulting, analytical, design, technical, implementation, management, and professional security services ("Services") identified in the applicable statement of work ("SOW") pursuant to the Agreement. Services are provided by the CenturyLink affiliate identified in the SOW; and CenturyLink may utilize its own employees or subcontractors and may change, modify, or replace any of CenturyLink network hardware, software, or equipment used to deliver Services. Customer will comply with the responsibilities identified in the SOW or a SOW Change Request. CenturyLink's performance will be excused where the Services are contingent upon Customer's performance until Customer complies with its responsibilities; CenturyLink 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 CenturyLink 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 CenturyLink's reasonable satisfaction. CenturyLink will remedy the deficiency and will notify Customer accordingly, at which time a new Acceptance Period will begin. CenturyLink will delay billing until Services are accepted.

3. 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.

4. 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 CenturyLink 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 CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink 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 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.

5. 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.

6. Limitations; Disclaimer of Warranties. CenturyLink 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. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) THE SERVICE OR ANY DELIVERABLE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER; (B) ALL ERRORS CAN BE CORRECTED; (C) ALL RISKS, POTENTIAL SECURITY AND COMPLIANCE GAPS WILL BE ACCURATELY IDENTIFIED; OR (D) THAT THE SERVICES AND DELIVERABLES SHALL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND COMPLIANCE RELATED OBJECTIVES.

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.

8. Intellectual Property; Software.

8.1 Intellectual Property. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or

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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 thereof conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

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

8.3 Software. Customer agrees that any third-party software including any corresponding documentation, provided to Customer by CenturyLink 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 CenturyLink 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. CenturyLink may require Customer to purchase vendor supported upgrades at an additional cost where needed for CenturyLink's continue provision of Services; CenturyLink 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 CenturyLink's inability to provide the Services and CenturyLink will have no liability in such events.

8.4 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 CenturyLink's inability to provide the Services, in which case, CenturyLink will have no liability for failure to provide such Services. To the extent required by CenturyLink to provide the Services pursuant to an applicable SOW, Customer grants to CenturyLink a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology and Content to CenturyLink subsidiaries and affiliates and any third parties providing all or part of the on behalf of CenturyLink. 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.

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

9. Letter of Agency. If applicable, upon the execution of an applicable SOW, Customer will sign a Letter of Agencygiving CenturyLink 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 CenturyLink. If applicable, Customer shall also provide its vendors with a letter (with a copy to CenturyLink) acknowledging CenturyLink'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 shall provide CenturyLink with a copy of any contractual commitments between Customer and its vendor that CenturyLink must be aware of or comply with in order to dispatch such vendor accordingly.

10. 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).

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

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

13. Miscellaneous. 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, arising from the actions of Customer and its employees as related to the Services or CenturyLink Resources. 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. 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 CenturyLink and, if applicable, CenturyLink'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 CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request. CenturyLink and its affiliates or subcontractors may use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) for the sole purpose of: (i) providing and managing the Services; (ii) fulfilling obligations related to the Services under this Schedule and the Agreement; and (iii) complying with applicable law governing the Services.

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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

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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.

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 applciable 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

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

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

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.

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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 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.

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"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.

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MASTER PRICE AGREEMENT
CENTURYLINK NETWORK FIREWALL SERVICE
SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders CenturyLink Network Firewall Service ("Network Firewall Service") which may be designated as "Enterprise Security Gateway" (ESG), "Adaptive Network Security" (ANS), or "Network Based Security" (NBS) in the Order, Order acceptance, service delivery, billing and related documents (collectively, the "Services"). Services may be provided by CenturyLink or a CenturyLink affiliate ("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 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.

2. 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 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 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 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) Chronic Problems(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; (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 CenturyLink 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, 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. Network Firewall Service is a security service that manages and monitors traffic 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 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 CenturyLink within a Gateway. Firewall uses template-based firewall configurations to filter inbound and outbound traffic. The

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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 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."

(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) 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.

(e) 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.

(f) 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. CenturyLink 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.

(g) Log Streaming. Log Streaming is an optional feature available with certain Service package types as determined by CenturyLink 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 CenturyLink 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 CenturyLink. 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 CenturyLink's control. 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 and agrees that Log Streaming is provided "as-is" and "as available" and CenturyLink will have no liability related to or arising from use by Customer of this feature.

(h) 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.

(i) 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, CenturyLink cannot guarantee that all malicious activities or sites intended to be blocked will be identified, detected and blocked. 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 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.

3.2 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.

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(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.

3.3 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 Mobilty (only available with ANS).

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.

5. Charges and Customer Delays. Charges consist of the following: (i) non-recurring charges ("NRC") for installation and change requests, (ii) monthly recurring charge(s) ("MRC") for Service package type/Service element(s) and the bandwidth level Customer selects, 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. 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 Service Schedule) to the applicable Service, or (b) any other actions or omissions by Customer which materially affect CenturyLink'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 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.

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

6. Customer Responsibilities and Restrictions.

6.1 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 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. 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.

6.2 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 Service and 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.

6.3 CenturyLink Provided IP Addresses and Domain Names. If CenturyLink assigns Customer an IP address as part of the provision of Service, the IP address will (to the extent permitted by law) revert to CenturyLink after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, CenturyLink may re-assign the IP address to another user. If CenturyLink 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 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 (including claims for intellectual property infringement).

6.4 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 necessary for CenturyLink (and its affiliates, agents and

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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 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.

6.5 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.

6.6 CenturyLink 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.

6.7 Customer Provided CPE. Customer may use Customer Provided CPE that is pre-approved by CenturyLink and supports CenturyLink'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 CenturyLink in setting the initial configuration for the Customer Provided CPE that interfaces with the Services and comply with CenturyLink's instructions. Customer's failure to comply with its obligations in this section may result in CenturyLink's inability to provide the Services and CenturyLink 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 CenturyLink.

6.8 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 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.

6.9 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.

6.10 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 notification of changes within 7 business days.

6.11 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 CenturyLink's guidelines; (iii) changing, maintaining or replacing Customer Provided CPE or other equipment or required for the Service; (iv) CenturyLink may suspend or terminate the Service if Customer has not remedied the Chronic Problem within 30 days of request by CenturyLink.

6.12 Unless Customer requests otherwise and CenturyLink agrees, CenturyLink 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, CenturyLink will not use 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.

6.13 Personal Data. Customer and CenturyLink 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 applciable 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, 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

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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 CenturyLink 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 CenturyLink whether such written agreements are required based on the nature of the data being processed.

6.14 Customer 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 expiration or termination of the Service at which time CenturyLink 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.

7. Modification or Termination of Network Firewall Services by CenturyLink. CenturyLink 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 CenturyLink 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 CenturyLink does not remedy the material and detrimental impact within the notice period.

8. 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. 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. If Customer requests more than three 2FA Tokens, CenturyLink 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 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. For the avoidance of doubt, retention of logs and views in the Portal expire with the Service Term.

9. 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). CenturyLink grants Customer 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 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, 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.

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, 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 CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services 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 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 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 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 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").

10.3. Additional Disclaimers. CENTURYLINK DOES NOT REPRESENT OR WARRANT THAT THE SERVICE AND ANY SOFTWARE IS NON-INFRINGING, 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.

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11. Resale Restriction. 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 CenturyLink.

12. 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).

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 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.

13.1 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 CenturyLink 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

13.2 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 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 determine if an Incident has occurred. If CenturyLink determines 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.

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

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Priority 3 – Medium An internal, unforeseen Customer network or application security issue or industry vulnerability.	Within 10hrs	Within 6hrs
Priority 4 – Low* 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.	Within 24hrs	Within 12hrs

* 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 CenturyLink 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.

13.3 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 Service Schedule in any month exceed the MRCs for Network Firewall Services provided during the month.

13.4 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 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 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.

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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.

1.1 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.

1.2 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. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with

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applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

1.3 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: (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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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.

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MASTER PRICE AGREEMENT
LONG DISTANCE AND TOLL FREE RATE ADDENDUM

This Long Distance and Toll Free Rate Addendum ("Rate Addendum") applies to a CenturyLink® Master Service Agreement signed by authorized representatives of CenturyLink Communications, LLC and Customer ("Agreement"). Capitalized terms not defined in this Rate Addendum are defined in the Agreement. This Rate Addendum is incorporated by reference and made a part of the Agreement.

1. General. This Rate Addendum establishes interstate and intrastate pricing for CenturyLink's domestic switched and dedicated long distance service, toll free service and included VoIP Services. ("Addendum Pricing"). The Addendum Pricing is available to existing CenturyLink business customers who need to modify, or do not currently have CenturyLink long distance service, toll free service, or VoIP Services and sign an amendment or Order Form to add one or more of those services to their existing Agreement, along with this Rate Addendum. VoIP Services incude CenturyLink® Hosted VoIP Service, CenturyLink IQ® SIP Trunk Service, CenturyLink® SIP Trunk, Managed Office Service, and Managed Office Essentials Service. The Addendum Pricing is applicable to individual accounts, as well as master customer accounts and associated discount group accounts. Customers failing to meet the eligibility requirements outlined in this section will not receive Addendum Pricing. The Addendum Pricing is only valid through the Cutoff Date. However, CenturyLink may, in its sole discretion, accept orders and quotes beyond that date, and any such orders and quotes will be subject to the terms of this Rate Addendum.

2. Addendum Pricing. The Addendum Pricing will apply after installation. Customer will receive the Addendum Pricing shown below. Specifically regarding Hosted VoIP Service, CenturyLink IQ SIP Trunk Service, CenturyLink® SIP Trunk, Managed Office, Managed Office Essentials, the Addendum Pricing will apply in leiu of the ISS rates and constitutes the LD/TF Offer referenced in the Order Form and the applicable Service Exhibit or the applicable Service-specific sections in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C. The Addendum Pricing may not be combined with any other discounts or offers for the Services, including custom pricing and the Pennies for your Long Distance and Toll Free Offer Attachment. Notwithstanding anything to the contrary in the Service Exhibit(s), the Addendum Pricing in this Rate Addendum will apply as written.

(a) Long Distance Interstate and Intrastate Addendum Pricing. CenturyLink will charge the Customer the applicable Net Rate per Minute for the voice service usage in the "Interstate" table, based upon the tier of Customer's combined spend for minutes of use the prior month for the following Long Distance and Toll Free voice services: (i) interstate switched and dedicated TDM voice; (ii) interstate dedicated IP Voice (iii) interstate VoIP Services that receive Rate Addendum pricing, and (iv) international voice services (collectively the "Monthly Voice Usage Spend"). Taxes, fees, surcharges, monthly recurring and nonrecurring charges do not contribute to the Monthly Voice Usage Spend. Customer's spend on international long distance and Toll Free voice minutes of use contribute to the Monthly Voice Usage Spend but these services are not eligible for the pricing under the "Interstate" table. For all intrastate (which includes interLATA and intraLATA usage within a state's boundary unless specified below) inbound 8XX and outbound voice service usage, CenturyLink will charge the Customer at the below Net Rate per Minute for the applicable service in the "Intrastate" table unless otherwise noted. Customer's Monthly Voice Usage Spend is calculated in United States dollars ("USD").

Refer to Attachment A for MASTER PRICE SCHEDULE

3. Miscellaneous. All other terms not specifically set forth in this Rate Addendum, including without limitation, any other rate elements, including local loops, are as stated in the Agreement, RSS, Tariffs or Rate Sheet. This Rate Addendum is added to the Agreement and becomes effective on the signature date of the Order Form or amendment adding this Rate Addendum to the Agreement ("Rate Addendum Effective Date"). This Rate Addendum and the Addendum Pricing will terminate upon expiration or termination of CenturyLink's domestic long distance, toll free, or VoIP service or of the Agreement. All other terms set forth in the Agreement will remain in effect. The order of control in descending order is: this Rate Addendum; the Agreement. These documents set forth the entire understanding between the parties as to the subject matter and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter.

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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.

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. 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.

(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 featuresand 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.

(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.

(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.

(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) 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.

(xix) 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 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.

(xx) 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.

(xxi) 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.

(xxii) 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.

(xxiii) 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.

(xxiv) 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.

(xxv) 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 uoon 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.

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 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 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, 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/HVIQSIP/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.

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.

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 jurisdication 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, assocated 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/HVIQSIP/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.

(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 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).

(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 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 TLEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

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.

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 Sessionrates 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 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 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 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 batterires 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. Nothwithstanding the forgoing, 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.

(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 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.

PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

ATTACHMENT A
WARNING LABELS (US)

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

1. Your broadband/interconnect connection has failed or is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

4. Your broadband/interconnect connection has failed or is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

7. Your broadband/interconnect connection has failed or is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

10. Your broadband/interconnect connection has failed or is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

13. Your broadband/interconnect connection has failed or is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

16. Your broadband/interconnect connection has failed or is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

19. Your broadband/interconnect connection has failed or is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

22. Your broadband/interconnect connection has failed or is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

25. Your broadband/interconnect connection has failed or is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been registered with your service provider

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

MASTER PRICE AGREEMENT
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.

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

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

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

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

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

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

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

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

(c) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Off-Net Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at

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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.

(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.

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"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).

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.

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"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.

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PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

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MASTER PRICE AGREEMENT
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.

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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 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

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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 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.

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(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.

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.

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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 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

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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 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
LEAGUE OF OREGON CITIES ("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.

LEAGUE OF OREGON CITIES

Authorized Signature

Name Typed or Printed

Title

Date

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PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

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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.

(a) 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.

(b) 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.

3.2 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

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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 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 .

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MASTER PRICE AGREEMENT
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. Commercial General Liability with limits not less than $1,000,000 per occurrence and aggregate.

2. "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the 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 the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to Lumen evidence of the insurance required herein.

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.

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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 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.

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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.

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1. "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 CenturyLink SD-WAN Service ("SD-WAN Service") which may be designated as "SD-WAN", "SD-WAN Premium", "CenturyLink SD-WAN with Cisco Meraki", "Lumen SD-WAN with Cisco Meraki", "SD-WAN Meraki", "CenturyLink SD-WAN with Versa Networks", "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 CenturyLink 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 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. 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. 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 CenturyLink 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

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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.

2.5 SD-WAN Service Additional Options. The CenturyLink 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 CenturyLink SD-WAN with Cisco Meraki. The following terms apply for CenturyLink 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, CenturyLink 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 CenturyLink 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 availabilityof 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) Spare CPE is not available for CenturyLink SD-WAN with Cisco Meraki. On-site installation is included with CenturyLink SD-WAN with Cisco Meraki Service. On-site maintenance is not available with CenturyLink SD-WAN with Cisco Meraki Service. The Optional Security Upgrade is included at no additional charge with CenturyLink 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 CenturyLink 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

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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.

(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.

2.9 Service Levels. SD-WAN 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 deterimental, 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 CenturyLink 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

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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 CenturyLink 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.

3.4 CPE Return or Replacement. Lumen will provide Customer with instructions on return of CPE. Customer will either (i) deliver CPE to Lumen or its supplier or (ii) provide Lumen or its supplier reasonable access to Customer's premises to retrieve the CPE. 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 CPE to Lumen, Customer must give Lumen written notice of such return. If 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 CPE and Lumen may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"). If the return instructions provided to Customer state that Lumen or its supplier will retrieve the 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 CPE rented from Lumen 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 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 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.

3.6 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.

3.7 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

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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.

3.8 Additional Limitations. Notwithstanding anything to the contrary in the Agreement, with respect to SD-WAN Service or any Access Services, no indemnification, security or data protection obligations, warranties, or representations apply.

3.9 Additional Customer Responsibilities for CenturyLink 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 CenturyLink 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.

1. CenturyLink SD-WAN with Cisco Meraki Bundles. If CenturyLink 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 CenturyLink SD-WAN with Cisco Meraki Service. If either the CenturyLink 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 CenturyLink 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 CenturyLink SD-WAN with Cisco Meraki Service at any site, Lumen will not be responsible to manage that transport.

(ii) Additional Charges Terms for CenturyLink SD-WAN with Cisco Meraki. If Customer orders Access Service(s) or MTU Access with CenturyLink 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, CenturyLink 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-transferrable, personal, revocable (at Lumen's sole discretion), non-sublicenseable, 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.

CPE is the personal property of Lumen 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 Lumen or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of CPE, (b) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the CPE at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the 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 CPE, except as approved by Lumen in writing.

Customer will not remove, alter, or destroy any words or labels on the CPE and will allow Lumen 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 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 CPE and (ii) notify Lumen as soon as Customer is aware of any circumstances that may adversely affect the CPE or its operation. 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 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

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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 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 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 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.

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MASTER PRICE AGREEMENT
CENTURYLINK® WAVELENGTH LEASE SERVICE (former Level 3)
SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders CenturyLink® Intercity Wavelength Service, CenturyLink® Metro Wavelength Service, or CenturyLink® International Wavelength Service (collectively "Wavelength Service" or "Service") on a lease basis, 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").

2. Definitions. All capitalized terms that are used, but not defined in this Service Schedule are defined in the Agreement or Order.

"Customer Commit Date" means the date CenturyLink will install Service. The Customer Commit Date is established following CenturyLink's acceptance of an Order.

"E2E" means end to end, and includes the On-Net and Off-Net components of Services taken together.

"Excused Outage" means outages during scheduled maintenance or force majeure.

"Off-Net" means Services that are not On-Net.

"On-Net" means Service provided on the network owned (or operated and controlled) by CenturyLink between two locations that are served directly by CenturyLink owned (or operated and controlled) fiber and CenturyLink owned equipment.

"OSX" means optical shelf cross-connect.

"Protected" means any Service that includes a CenturyLink managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

"Termination Node" means the locations within CenturyLink's facilities or within Customer premises in each of the cities in which termination is available. Each Wavelength Service will contain two (2) Termination Nodes, the exact location of which will be set forth in the Order.

"Unavailable" or "Unavailability" means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds ("SESs") on the affected Wavelength Service until the first of ten (10) consecutive non-SESs as defined by accepted industry standards.

"Unprotected" means any Service that does not include a CenturyLink managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

3. Service Description. Wavelength Service is a dedicated, transparent, optical wave signal for transport of high bandwidth between two Termination Nodes offered on a Protected or Unprotected basis. Customer interface consists of 2.5Gb, 10Gb, 40Gb, 1GbE, 10GbE, 40GbE and 100GbE, OTU1, OTU2, OTU2e, OTU3, OTU4 and 1Gb, 2Gb, 4Gb, 8Gb, and 10Gb Fibre Channel.

4. Interconnection.

(A) Demarc. To use the Wavelength Service, Customer must provide to CenturyLink, at each Termination Node, a SONET or SDH-framed 2.5Gb, 10Gb or 40Gb signal, as defined by Telcordia GR-253-CORE, a 1Gb, 10Gb, 40Gb or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a OTU1, OTU2, OTU2e, OTU3, OTU4 signal, as defined by ITU G.709, or a 1Gb, 2Gb, 4Gb, 8Gb, or 10Gb Fibre Channel signal, as defined by T11 Technical Committee within INCITS (the International Committee for Information Technology Standards (collectively, "Traffic"), which Traffic will then be delivered by CenturyLink, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Wavelength Service shall be the CenturyLink OSX or fiber termination panel at the Termination Node. Customer will be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from CenturyLink in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a Termination Node at a location other than a CenturyLink gateway, Customer willl provide CenturyLink with space and power (at no charge to CenturyLink), as reasonably requested by CenturyLink, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer premises.

(B) Construction of Facilities. With respect to construction of facilities to the Customer premises and installation, maintenance and repair of facilities within the Customer premises, Customer will provide CenturyLink with access to and the use of Customer's entrance facilities and inside wiring, and will procure rights for CenturyLink allowing the placement of facilities necessary for installation of facilities to deliver the Wavelength Service to the Customer premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer premises are located, and costs to procure and maintain rights within such building to the Customer premises, will be Customer's responsibility.

(C) Third Party Providers. Where Wavelength Service is being terminated Off-Net at the Customer premises through a third party provider to be provisioned by CenturyLink on behalf of Customer, the charges set forth in the Order for such Wavelength Service

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assumes that such Wavelength Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer premises is located, as determined by the local access provider. Where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer premises, (i) CenturyLink may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Order for such Wavelength Service, (ii) installation of Service may be delayed and (iii) Section 5(A) of this Service Schedule will not apply. CenturyLink will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after CenturyLink is notified by the local access provider of the amount of such charges.

In addition, where Wavelength Service is being terminated Off-Net at the Customer premises through an Off-Net local loop to be provisioned by CenturyLink on behalf of the Customer, the charges and the Service Term set forth in the Order for such Wavelength Service assumes that such Wavelength Service can be provisioned by CenturyLink through the local access provider selected by CenturyLink or Customer for the stated Service Term. In the event CenturyLink is unable to provision such Wavelength Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Order, CenturyLink reserves the right, regardless of whether CenturyLink has accepted the Order, to suspend provisioning of such Wavelength Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to CenturyLink within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Wavelength Service will be cancelled without cancellation or termination liability of either party. CenturyLink does not guarantee that any Wavelength Service will be provided by a specified local access provider.

5. 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).

6. Service Levels.

(A) Installation Service Level. CenturyLink will exercise commercially reasonable efforts to install any On-Net Wavelength Service on or before the Customer Commit Date specified for the particular Wavelength Service. This Installation Service Level will not apply to Orders that contain incorrect information supplied by Customer, or Orders that are altered at Customer's request after submission and acceptance by CenturyLink. In the event CenturyLink does not meet this Installation Service Level for a particular Wavelength Service for reasons other than an Excused Outage, Customer will be entitled to a service credit off of one month's monthly recurring charges ("MRC") (after application of discounts and other special pricing arrangements, if any) for the affected Wavelength Service as set forth in the following table:

Installation Delay Beyond Customer Commit Date	Service Level Credit (MRC)
1 – 5 business days	5%
6 – 20 business days	10%
21 business days or greater	15%

(B) Availability Service Level. In the event that a particular Wavelength Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC (after application of discounts and other special pricing arrangements, if any) for the affected Wavelength Service based on the cumulative Unavailability for the affected Wavelength Service in a given calendar month as set forth in the following table:

For On-Net Unprotected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 4:00:00	No Credit
4:00:01 – 6:00:00	10% of the MRC
6:00:01 – 10:00:00	25% of the MRC
10:00:01 or greater	50% of the MRC

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For On-Net Protected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 - 00:05:00	No Credit
00:05:01 – 01:00:00	10% of the MRC
01:00:01 – 6:00:00	25% of the MRC
6:00:01 or greater	50% of the MRC

For E2E Protected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 to 3:30:00	No Credit
03:30:01 – 6:00:00	10% of the MRC
6:00:01 – 12:00:00	25% of the MRC
12:00:01 or greater	50% of the MRC

For E2E Unprotected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 to 8:00:00	No Credit
8:00:01 – 10:00:00	10% of the MRC
10:00:01 – 16:00:00	25% of the MRC
16:00:01 or greater	50% of the MRC

(C) Service Level Limitations. For an entirely Off-Net Service, CenturyLink will pass-through to Customer any service levels and associated credits (or other express remedies) provided to CenturyLink by the applicable third party carrier.

(D) The credits and any other remedies specified in Sections 6(A), 6(B) and Section 7 below set forth the sole and exclusive remedies of Customer for any interruptions or delays of any Wavelength Service or other Service-related issues.

7. Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Wavelength Service (excluding any Wavelength Service provided in Latin America) prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is Unavailable for more than 12 consecutive hours in each of 3 consecutive calendar months, or for more than 36 hours in the aggregate in any calendar month, and in each case the Unavailability is related to the same issue. The termination right must be exercised within 30 days of the event giving rise to it.

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MASTER PRICE AGREEMENT
CENTURYLINK® DATA CENTER FACILITY SERVICES
SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Data Center Services and associated services ("Services") 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"). Data Center Facility Services may also be designated as CenturyLink® Colocation in customer orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule is also applicable where Customer orders CenturyLink® Cross Connect Service and may be designated as Cross Connect Service (or Stand Alone Cross Connect Service) in Orders, order acceptance, service delivery, billing (and related) documents. 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 Schedule are defined in the Agreement or Order.

2. Definitions.

"Colocation Area" means the location within a CenturyLink owned or leased Facility in which Space ordered by Customer is located.

"Colocation Environment" means the allowable relative humidity range and maximum allowable temperature in the Colocation Area, specifically as differentiated between Data Center and Network Facilities as set forth in Exhibit A.

"Contracted Square Feet" or "Contracted Square Meter" means, with respect to a Private Suite, the total floor space enclosed within and up to the caged walls of the Private Suite.

"Cross Connect Service" or "Cross Connect" means a copper or fiber optic cabling cross-connected between CenturyLink provided Colocation (cabinets, racks, and/or suites), other CenturyLink provided Service or Facilities and/or third party provided services or facilities that terminate within the CenturyLink Colocation Facility.

"Excused Outage" will also mean, for purposes of this Service Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit under the applicable Service Level, for (a) the acts or omissions of Customer, its employees, contractors, agents or end users; (b) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (c) 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; (d) Customer's failure to release the Service for testing or repair and/or continuing to use the Service on an impaired basis; (e) any other circumstance specified in the Facilities User Guide; (f) any failure in internet and/or bandwidth connectivity; (g) Customer is in breach fails to fulfill any of its responsibilities or obligations as detailed in the Agreement, this Service Schedule, or any documents incorporated by reference herein and/or any other guidelines or policies applicable to the Service; and (h) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or any third party providers.

"Hot Aisle Cold Aisle" means the arrangement of Customer equipment where the equipment air intake is facing a common aisle ("Cold Aisle"), and the air exhaust of the equipment faces the alternate common aisle ("Hot Aisle"), as designated by CenturyLink.

"Space" means the location(s) within the Colocation Area where Customer is permitted to colocate communications and networking equipment, as set forth in an Order accepted by CenturyLink. The types of Space generally offered by CenturyLink are (i) "Cabinets" – a single rack enclosure with locking front and rear doors generally located in a common area of the Colocation Area; and (ii) "Private Suites" – an area of floor space enclosed by mesh fence or steel partition walls containing cabinets and which is dedicated to a single customer.

3. Service Description. CenturyLink offers 3 types of "Facilities" for data center colocation (which will be identified in the Order): Premier Elite, Premier Select, and Premier. In all three types of Facilities, Customer may collocate and install telecommunications equipment and or equipment that manages customer information and applications such as IT computer equipment and servers.

4. Grant of License. Customer will be granted the right to occupy the Space identified in an accepted Order during the Service Term (unless earlier terminated as set forth herein or in the Agreement), subject to the applicable rates set forth in such Order and in accordance with the Agreement and this Service Schedule. At the end of the Service Term, the Service will be provided to Customer on a month-to-month basis at CenturyLink's then-current prices. CenturyLink retains the right to access the Space for any legitimate business purpose at any time. Nothing herein creates or vests in Customer (or in any other person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in any part of the Facilities, including the Space. Customer expressly disclaims any right, title or interest in, or any perpetual right to use, the Facilities, the Space, and any equipment or other property of CenturyLink in the Facilities.

Customer equipment and third-party equipment will each comply with the equipment criteria applicable to each Facility, a copy of which will be provided to Customer upon request, and if required Customer will on request demonstrate compliance to the satisfaction of CenturyLink. Customer will ensure that Customer equipment and third-party equipment are physically segregated, in a manner satisfactory to CenturyLink, from equipment of CenturyLink and equipment of other equipment housing parties.

5. Use of and Access to Space. Customer may only use the Service and the Space for its corporate business purposes. Placement of Customer equipment in the Space or use of the Service for any other purpose is strictly prohibited. Customer may access the Space 24 hours per day, 7 days per week, subject to any and all rules, regulations and access requirements imposed by CenturyLink governing such access at each Facility. At certain locations pre-arranged escorted access may be required.

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Access policies and procedures (including procedures for emergency access) vary between Facilities, and will be set out in a Service Manual / Welcome Package which will be provided by CenturyLink in respect of each Space in which CenturyLink provides the Services to Customer.

If Customer contracts for installation or maintenance by a third party, Customer will notify CenturyLink in writing of the identity of and authorization for its third party. Approval of a nominated third party is within the absolute discretion of CenturyLink. If approved, the provision of access to such third-party maintenance providers shall be subject to these terms and conditions and the applicable Service Manual / Welcome Package / Facility User Guide and safety, security and access rules of CenturyLink.

6. Maintenance. CenturyLink will perform janitorial services, environmental systems maintenance, power plant maintenance and other actions as are reasonably required to maintain the Colocation Area in a condition that is suitable for the placement of communications and networking equipment. CenturyLink will maintain the Colocation Environment applicable to the Facility at all times. Customer will install equipment in a Hot Aisle Cold Aisle configuration. Customer will maintain the Space in an orderly and safe condition, and will return the Space to CenturyLink at the conclusion of the Service Term in the same condition (reasonable wear and tear excepted) as when such Space was delivered to Customer. EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY ORDER, THE SPACE WILL BE DELIVERED AND ACCEPTED "AS IS" BY CUSTOMER, AND NO RESPRESENTATION HAS BEEN MADE BY CENTURYLINK AS TO THE FITNESS OF THE SPACE FOR CUSTOMER'S INTENDED PURPOSE.

7. Release of Landlord. If and to the extent that CenturyLink's underlying leases so require Customer hereby agrees to release CenturyLink's landlord (and its agents, subcontractors and employees) from all liability relating to Customer's access to the Colocation Area (and the Facility in which it is located) and Customer's use and/or occupancy of the Colocation Space.

8. Security. CenturyLink will provide and maintain in working condition card readers, scanners and/or other access devices as selected by CenturyLink for access to the Colocation Area. Customer will under no circumstances bypass the CenturyLink security measures for the Facility, Colocation Area or Space. CenturyLink will provide a locking mechanism for the Facility, Colocation Area or Space, and Customer will be solely responsible for locking and/or activating such mechanism. In the event that unauthorized parties gain access to any CenturyLink facility through access cards, keys or other access devices provided to Customer, Customer will be responsible for any damages caused by such parties. Customer will be responsible for the cost of replacing any security devices lost or stolen after delivery thereof to Customer.

9. Rules and Procedures. Customer will abide by any posted or otherwise communicated rules including, but not limited to those policies, procedures, and guidelines made available to, posted, or described in the CenturyLink Facilities User Guide, Service Manual / Welcome Package relating to the use of, access to, or security measures respecting each CenturyLink facility.

10. Termination of Use. CenturyLink will have the right to terminate Customer's use of the Space and associated license and/or the Service delivered therein in the event that: (a) CenturyLink's rights to use the facility in which the Space is located terminates (b) Customer is in default hereof; (c) Customer makes any material alterations to the Space without first obtaining the written consent of CenturyLink; (d) Customer allows personnel or contractors access to the CenturyLink facilities who have not been approved by CenturyLink in advance; or (e) Customer or any of its agents or employees possess any firearms, illegal drugs or alcohol in a facility or engage in any criminal activity in any facility. With respect to items (b), (c) and (d), unless (in CenturyLink's opinion) Customer's actions interfere or have the potential to interfere with other CenturyLink customers (in which case termination may be immediate), CenturyLink will take reasonable and commercially prudent steps to provide Customer a written notice and a 10-day opportunity to cure before terminating Customer's rights to the Space, notwithstanding any longer cure period set forth in the Agreement.

11. Removal of Equipment. Within 10 days following the expiration or termination of the Service Term for any Space, Customer will remove all Customer equipment or third-party equipment from the Space. In the event Customer fails to remove the equipment within such 10-day period, CenturyLink may disconnect, remove and dispose of such equipment without prior notice. CenturyLink may charge Customer and Customer will pay CenturyLink's reasonable expenses related to the retention, removal, abandonment or disposal of the Customer equipment and any third-party equipment. Customer will be responsible for any costs and expenses incurred by CenturyLink, or its agent, representative or contractor, resulting from disconnection, removal, disposal and storage of Customer's or third party's equipment. CenturyLink will not be obligated to release equipment to Customer unless Customer has paid all such costs and expenses and all other charges due and owing by Customer to CenturyLink under the Agreement. CenturyLink will not be liable for any loss or damage incurred by Customer arising out of CenturyLink's disconnection, removal, storage or disposal of Customer's or third party's equipment.

12. Sublicenses. Customer may sublicense the use of Space in certain Facilities under the following conditions: (a) all proposed sublicenses must be approved in advance and in writing by CenturyLink in CenturyLink's sole discretion, except Customer may sublicense the use of Space to an affiliate of Customer upon prior written notice to CenturyLink; (b) all proposed sublicensees will abide by and are subject to the terms of the Agreement, this Service Schedule and the applicable Order; (c) Customer will indemnify, defend and hold CenturyLink harmless from all loss or damage suffered by CenturyLink, including claims brought against CenturyLink arising from any negligence, act or omission of any sublicensee or its agents; and (d) the acts and omissions of any sublicensee of Customer will be attributable to Customer for the purposes of the Agreement, this Service Schedule and the applicable Order. In the event Customer sublicenses use of Space without CenturyLink's prior written approval, CenturyLink may upon 10 days' prior written notice,

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reclaim the sublicensed portion of the Space. Customer will surrender such reclaimed Space and will be subject to termination charges associated with the reclaimed Space as provided in the Agreement. No refunds will be made to Customer regarding reclaimed Space.

13. Relocation and Changes. CenturyLink reserves the right (at CenturyLink's cost) to move the location or to change configuration of the Space licensed to Customer, provided that CenturyLink will not arbitrarily require such moves or changes. CenturyLink and Customer will work in good faith to minimize any disruption in Customer's services that may be caused by changes in location or configuration of the Space. If CenturyLink relocates or makes a change to the Space that materially and directly impacts the Services, Customer may terminate the affected Services without early termination liability. If an Order is altered (including, without limitation, any changes in the configuration or build-out of the Space) at Customer's request after its submission and CenturyLink's acceptance of such Order that results in a delay of CenturyLink's delivery of Space, billing for Space will commence no later than the original Customer Commit Date or Service Commencement Date, as applicable.

14. Insurance. Prior to occupancy by Customer of any Space and during the Service Term, including any renewals, Customer will procure and maintain, at its cost, the following minimum insurance coverage: (a) Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction (including Employer's Liability with limits of $500,000 each accident); (b) Commercial General Liability with combined single limits of $2,000,000 each occurrence, which may be satisfied through primary and umbrella liability policies so long as coverage is at least as broad as the primary coverage; and (d) "All Risk" Property insurance covering all personal property located by the Customer in the Colocation Area. Customer acknowledges that it retains the risk of loss for, loss of (including, without limitation, loss of use), or damage to, equipment and other personal property located by or on behalf of the Customer in a Facility. Customer further acknowledges that CenturyLink's insurance policies do not provide coverage for personal property located by or on behalf of the Customer in a Facility.

All coverage required above shall be placed with insurance companies assigned a current Financial Strength rating of at least A- and Financial Size Category of VII or better by A.M. Best Company (or an equivalent rating from a similar rating agency approved by CenturyLink). Customer's Commercial General Liability and Umbrella policies shall be endorsed to show CenturyLink (and any underlying property owner, as requested by CenturyLink) as an additional insured. Customer will waive and/or cause its insurance carriers to waive all rights of subrogation against CenturyLink which will include, without limitation, an express waiver in all insurance policies. All insurance required of Customer herein will be primary to, and not excess of or contributory with any insurance carried by CenturyLink.

Customer will furnish CenturyLink (or CenturyLink's written designee) with certificates of insurance demonstrating that Customer has obtained the required insurance coverage prior to use of any Facility and maintain current evidence of such throughout the Service Term and any extension thereof. Certificates will contain a statement that the insurance coverage will not be cancelled without at least 30 days' prior written notice to CenturyLink. Certificate(s) of insurance will be issued and delivered to **CenturyLink Communications, L.L.C. Attn: Risk Management, 1025 Eldorado Boulevard, Broomfield, CO 80021**.

Customer will require any contractor, customer or other third party entering the Colocation Area on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer above and provide evidence of such upon request by CenturyLink.

15. Storage of Customer Equipment. CenturyLink may, at its option, agree to store equipment that Customer intends to colocate in Customer's Space for not more than 45 days prior to the applicable Customer Commit Date, or Service Commencement Date, as applicable. Storage of equipment is purely incidental to the Service ordered by Customer and CenturyLink will not charge Customer a fee for storage. No document delivered as part of storage will be deemed a warehouse receipt. Absent CenturyLink's gross negligence or intentional misconduct, CenturyLink will have no liability to Customer or any third party arising from storage and Customer will indemnify CenturyLink for any claims relating to the same. In the event Customer stores equipment for longer than 45 days, CenturyLink may, but will not be obligated to, return Customer's equipment to Customer without liability, at Customer's sole cost and expense.

16. Promotional Signage. Customer may display a single promotional sign with Customer's name and/or logo on the outside of any Space; provided such signage does not exceed 20 centimeters by 28 centimeters. All other promotional signage is prohibited.

17. Cross Connect Services

17.1 Customer will be solely responsible for arranging the provision of any services required from any third party with whom it wishes to interconnect. Customer Commit Dates or Service Commencement Dates, as applicable may not be provided for Cross Connect Service, in which case service delivery will constitute CenturyLink's acceptance.

17.2 Interconnection. Unless otherwise agreed between the parties, any CenturyLink Cross Connect Service will be interconnected to a CenturyLink provided panel within the Facility (and not directly to Customer provided equipment or facilities). Upon request of Customer at the time of submission of the applicable Order, and subject to there being available panels within the Facility, CenturyLink will interconnect such CenturyLink Cross Connect Service directly to Customer provided equipment or facilities within the Facility; provided, however, CenturyLink will not be liable to Customer or any third party for any loss or damage to such Customer provided equipment or facilities arising out of such direct interconnection.

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17.3 If for any reason any underlying Service associated with a CenturyLink Cross Connect Service is terminated (including by expiry of its applicable Service Term without any renewal), Customer will, within fifteen (15) days of termination or expiry of the underlying Service, take all reasonable steps to effect an orderly disconnection of the Cross Connect Service, including but not limited to withdrawing, terminating and/or revoking any applicable Circuit Facility Assignment ("CFA") obtained through a local access provider. If Customer fails to do so within the specified time limit, Customer hereby (i) authorizes CenturyLink to disconnect the applicable third party local access circuit(s) from its Network and to instruct the local access provider on Customer's behalf to remove the CFA from CenturyLink's shared or dedicated facilities and (ii) agrees to reimburse CenturyLink for any ongoing charges levied by the local access provider until the local access circuit and any CFA is removed.

18. Power.

18.1 Power is charged on a breakered amp load basis, a metered usage basis, or a kilowatt basis. If the power utility increases the price paid by CenturyLink for power provided to any Space, CenturyLink may pass-through to Customer the price increase upon written notice to Customer.

18.2 The maximum supportable power density in each Facility is identified in Exhibit A. Any additional power is subject to prior written approval by CenturyLink, in CenturyLink's sole discretion, and may be conditioned on additional terms and conditions. If Customer exceeds the applicable maximum supportable power density level for 1 consecutive hour or more and Customer does not reduce (and thereafter continually maintain) its power consumption at a level below the maximum supportable power density within 5 days of written notice by CenturyLink, then CenturyLink may, at its option, increase the monthly recurring charges payable by Customer for the affected Space (to a rate determined by CenturyLink) or immediately terminate Customer's use of the Space. The above notwithstanding, if Customer's power consumption in excess of the applicable maximum supportable power density creates, in CenturyLink's reasonable opinion, an unsafe or hazardous environment (including threatening the safe, continued operation of any part of the Colocation Area) then CenturyLink may immediately suspend providing power to Customer until Customer has cured the issue and provided CenturyLink adequate assurances that such issues will not recur.

18.3 Subject to the prior written approval of CenturyLink, including approval of the subject equipment, design and manner of installation, Customer may provide a rack mounted UPS unit to provide conditioned AC power. CenturyLink assumes no responsibility for the operation or performance of this equipment, Customer has sole liability therefor, and any Service Levels or SLAs are not applicable.

19. Applicable Law and Local Country Agreements. Notwithstanding anything to the contrary in the Agreement, the construction, interpretation and operation of these terms and conditions will be governed (i) in the case of Facilities in the United States, by the laws of the State of New York and (ii) in the case of Facilities located outside the United States, by the laws of the country in which the applicable Facility is located.

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).

20. Service Levels.

20.1 Colocation Installation Service Level. CenturyLink will exercise commercially reasonable efforts to install any Space on or before the Customer Commit Date or Service Commencement Date, as applicable. This Installation Service Level will not apply to Orders that contain incorrect information supplied by Customer, Orders that are altered at Customer's request after submission and acceptance by CenturyLink, or Orders that require CenturyLink to configure Space to specifications other than CenturyLink's standard specifications for Space (such standard specifications will be made available to Customer upon request). If CenturyLink does not meet this Installation Service Level for a particular Space for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to the charges for one (1) day of the MRC for the affected Space for each day of delay, up to a monthly maximum credit of four (4) days.

20.2 Cross Connect Installation Service Level. CenturyLink will exercise commercially reasonable efforts to install any Cross Connect Service on or before the commit date specified if any for the particular Cross Connect Service. This Installation Service Level will not apply to Orders that contain incorrect information supplied by Customer or Orders that are altered at Customer's request after submission and acceptance by CenturyLink. In the event CenturyLink does not meet this Installation Service Level for a particular CenturyLink Cross Connect Service for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the non-recurring charges ("NRC") and/or monthly recurring charges ("MRC") for the affected Cross Connect Service as set forth in the following table:

For Cross Connect Service:

Installation Delay Beyond Customer requested commit date	**Service Level Credit**

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1 – 5 business days	Amount of NRC
6 – 20 business days	Amount of NRC plus charges for one (1) day of the MRC for each day of delay
21 + business days	Amount of NRC plus one (1) month's MRC

20.3 Power Service Level. In the event of any outage of CenturyLink provided conditioned power (power provided with UPS or DC battery backup systems) to the Space for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to a percent of the MRC for the affected Space based on the cumulative unavailability for the affected Space in a given calendar month as set forth in the following table):

Cumulative Unavailability (in hrs:mins:secs)	CenturyLink Provided Conditioned AC or DC Power Service Level Credit stated as a credit equal to a % of MRC
00:00:01 – 00:05:00	2.5%
00:05:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 –12:00:00	30%
12:00:01 –16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Any CenturyLink provided unconditioned power (i.e. power provided without CenturyLink operated UPS or DC battery backup systems and/or power solely conditioned by customer provided UPS systems known as "House Power") is not covered under this or any Service Level Agreement.

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EXHIBIT A

Environment Levels

Facility	Maximum and Minimum Humidity Levels	Maximum Temperature Levels*
Premier Elite	30% to 70%	78 °F (26 °C)
Premier Select/Premier	20% to 80%	85 °F (29.5°C)

* Measured 6'6" (78 inches or 1.98 meters) above the finished floor, and 8" (0.203 meter) in front of Customer equipment on the Cold Aisle.

Maximum Supportable Power Density

Maximum Power Density for Private Suites

Facility	Maximum Watts per Square Meter (1) [EMEA / LatAm]	Maximum Watts per Rack inside a Suite (2) [EMEA / LatAm]	Maximum Watts per Square Foot (1) [NA]	Maximum Watts per Rack inside a Suite (2) [NA]
Premier Elite	750	5,000	200	10,000
Premier Select/Premier	500	2,000	75	5,000

1. Maximum Watts per Square Meter or Maximum Watts per Square Foot is measured as the total watts of power within a Private Suite that Customer can safely use (draw) at a static point in time, divided by the total number of Contracted Square Meters or Contracted Square Foot in the Private Suite.

2. Maximum Watts per Rack is measured as the total watts of power to a specific Rack within a Private Suite that Customer can use (draw) at a static point in time in that specific Rack as long as the overall power use of the Private Suite does not exceed the stated maximum watts per square foot or maximum watts per square meter, as applicable.

Maximum Power Density for Stand Alone Cabinets

Facility	Maximum Watts per Cabinet [NA / EMEA / LatAm] (1)
Premier Elite	10,000 / 3,000 / 5,000
Premier Select/Premier	5,000 / 3,000 / 3,000

[1] Maximum Watts per Stand Alone Cabinet is measured as the total watts of power to a specific Cabinet that Customer can use (draw) at a static point in time in that specific Cabinet.

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MASTER PRICE AGREEMENT
CENTURYLINK® DATA CENTER FACILITY SERVICES
SERVICE SCHEDULE

Addendum for Resale of Cyxtera Colocation Services

This Addendum for colocation services ("Addendum" or "Addendum for Colocation Services") provided by CenturyLink's third party data center provider, Cyxtera Technologies, Inc. ("Cyxtera") forms part of the service agreement ("Agreement") between Customer and CenturyLink, is applicable only to the Cyxtera Data Center Services identified on the relevant Service Order and is in lieu of any other terms, conditions, schedules or exhibits that otherwise may be generally applicable to colocation services and constitutes an amendment to the applicable Agreement. In the event of a conflict in any term of any documents that may govern the provision of the Cyxtera Data Center Services, the following order of precedence will apply in descending order of control: (i) this Addendum for Colocation Services, (ii) the applicable Service Guides identified herein, (iii) the SLA attached hereto, (iv) the applicable Service Order referencing this Addendum for Colocation Services and then (v) the Agreement.

All provisions in the Agreement related to cancellation and termination charges, service levels or any SLA other than expressly identified herein, security provisions, commencement of billing, scheduled maintenance and local access; audits, terms of acceptable use, indemnification and liability provisions, rights of termination for installation delay, and 9-1-1 provisions will not apply to this Addendum for Colocation Services.

All references to CenturyLink may include Cyxtera as the context may require.

A. Definitions

"Cause" means the failure of a party to perform a material obligation under the Addendum, 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 herein).

"Data Center Services" or "Colocation Services" or "Services" means colocation services and related services as identified in the Service Order.

"Documentation" means the then-current, commercially available user manuals, training materials and technical manuals relating to the Services provided hereunder (including, without limitation, any Service Guides).

"Premises" shall refer to any data center owned or leased by CenturyLink's third party data center provider, Cyxtera.

"SLA" or "SLA Attachment" means the Service Level Agreement applicable to the Data Center Services provided herein and pursuant to the relevant Service Order which provides Customer's sole and exclusive remedies for any quality or performance deficiencies or failures of any kind (e.g., uptime) with respect to the Data Center Services.

"Service Guide" means, with respect to any of the Services, a product or service-specific service guide, customer information guide and/or handbook which can be found at https://www.cyxtera.com/technology/service-guides/, and which may be modified from time to time. Customer will be provided written notice of any material changes to any Service Guide at least thirty (30) days prior to the effective date of such changes.

"Service Order" shall refer to the ordering document that identifies the specific Premises, associated space and power and other pertinent terms. The Service Order references this Addendum as the terms governing the Data Center Services provided hereunder.

B. General Terms.

1. Equipment. Unless otherwise set forth in the applicable Service Guide or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any equipment used in connection with the Service and not provided by CenturyLink or its third party data center provider ("Customer Equipment") including any related applications, systems, or software.

2. Customer Acknowledgements. Customer acknowledges that Cyxtera is an intended third party beneficiary of this Addendum, with the express right of Cyxtera to enforce any and all service related terms directly against Customer, including the right to suspend any Service or component thereof that Customer is in material noncompliance therewith or to terminate the affected Services for any material uncured breach. Customer acknowledges and agrees that it waives and disclaims any and all liability for damages or losses against Cyxtera.

3. Customer Obligations. Use of the Services is for Customer's and its affiliates' internal use and not for resale, remarketing or redistribution. Customer will not directly or indirectly distribute, disclose, sub-license, market, rent, outsource, use on a service bureau basis, lease or transfer to any third party the Services or the Documentation. This restriction also prohibits enabling or permitting access to the Services to any third party, including the U.S Federal Government.
Customer will not remove, alter, obscure or fail to reproduce in any way any proprietary notices of Cyxtera and its suppliers (including

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copyright and trademark notices) on any Documentation.

4. Compliance.

Cyxtera has certain responsibilities for the protection of information stored or processed within its data centers. Cyxtera will implement and maintain, with respect to the data center for the co-location services being provided to Customer, security controls in compliance with the applicable portions of the then current versions of or successors to SSAE18 SOC 1, ISO 27001, the PCI-DSS, HIPAA (as amended), HITRUST, GLBA, SEC and other financial industry actions/regulations, and the Outsourced Service Provider's Audit Report (OSPAR). At least annually, such security controls shall be independently audited and validated via a written report or certification in accordance with regulatory and industry standards. Customer may request copies of such reports or certification from CenturyLink, subject to any confidentiality requirements as may be requested by CenturyLink. For avoidance of doubt, CenturyLink does not have access to any information stored or processed within the Premises and CenturyLink will not have any liability for any claims or liabilities relating to the destruction, loss, security or corruption of any such information.

5. Damages.

5.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss, destruction or unauthorized disclosure of data, 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 Addendum, the Agreement or any applicable Service Order.

5.2 EXCLUDING CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREIN AND CUSTOMER'S CONFIDENTIALITY OBLIGATIONS AS DESCRIBED IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF OR RELATED TO THE SERVICES PROVIDED PURSUANT TO THIS ADDENDUM (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) WILL IN NO EVENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO CENTURYLINK HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES.

5.3 Subject to Sections 5.1 and 5.2, liability arising out of damage to real or tangible personal property is limited to proven direct damages to the extent such damage is caused by the negligence or willful misconduct of Customer or Cyxtera, as applicable. Proven direct damages for tangible personal property will not exceed the fair market replacement value of the affected property (excluding data, software and firmware).

6. Indemnification. Customer will defend and indemnify CenturyLink, its affiliates, agents, contractors and third party providers against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, (i) arising directly from performance of the Addendum and related to personal injury or death that is alleged to have been caused by the negligence or willful misconduct of Customer or its Authorized Representatives; or (ii) related to or arising directly out of unauthorized modifications to or resale of the Services, or use of the Services in violation of the Documentation or this Addendum

.

C. Specific Colocation terms.

1. Service; Term; Termination.

1.1 The Services covered are space, power, and if applicable, Gold Support, structured cabling, and cross connects services, which services may be subject to additional terms and conditions, including without limitation, a Statement of Work or other written agreement mutually agreeable to the parties. Connectivity services (e.g. HAN Internet Bandwidth and HAN Internet Access) are not covered under this Addendum.

1.2 Notwithstanding any other provision to the contrary, Data Center Services have a minimum term which begins on the Billing Commencement Date ("BCD") and continues for the period set forth in the relevant Service Order (the "Initial Term"), at the conclusion of which and unless otherwise provided in the Service Order, the Service will automatically renew on a month to month basis (each a "Renewal Term"), unless terminated by either party in writing at least thirty (30) days prior to the expiration of the then-current Service Term. The Initial Term and any Renewal Terms are collectively referred to as the "Service Term". CenturyLink will not be bound to any applicable Service Order until CenturyLink's third party provider confirms facility availability and notifies CenturyLink that it has accepted the underlying order.

1.3 Unless otherwise provided in the Service Order, if Customer terminates an ordered Service prior to its BCD, Customer will pay a cancellation fee equal to: (a) the product of (i) $1/30^{th}$ of the applicable monthly charges for the terminated Service and (ii) the number of days that have elapsed from the effective date of the Service Order for such Service through the termination date, plus (b) all out of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). Notwithstanding the foregoing, if the Premises with respect to any Service has "restricted capacity" (as determined by Cyxtera in accordance with its

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ordinary course business practices), a larger cancellation fee may apply with respect to any termination of Service by Customer prior to the BCD (but not to exceed the early termination charges that would apply with respect to the termination of such Service following the BCD in accordance with the next succeeding paragraph hereof).

In the event any Service ordered pursuant to this Addendum is terminated after the BCD of such Service, either by CenturyLink for Cause or by Customer for any reason other than Cause, prior to the conclusion of the Initial Term, then Customer shall be liable for an early termination charge equal to (a) one hundred percent (100%) of the remaining monthly charges for the first year of the Initial Term (if any) for the terminated Service, plus (b) fifty percent (50%) of the remaining monthly charges for the second year and any subsequent remaining years (if any) plus (c) Service charges accrued but unpaid as of the termination date. If Customer does not provide at least thirty days' notice prior to the expiration of a then current month to month Renewal Term or if Customer terminates a Service with a Renewal Term of twelve months or longer, the termination charge shall be equal to twenty-five percent (25%) of the remaining monthly charges for such Renewal Term.

1.4 Gold Support. Examples of the types of Services provided with the purchase of Gold Support are as follows: (i) Reboot Service: simple shutdowns and startups performed on the Customer's server or application; (ii) Telco Support such as troubleshooting, and coordination to assist Customer in establishing clean circuits from their colocation area to remote sites; (iii) Provisioning Services: rack and stack, cable management, installation and/or replacement of Customer provided computer systems and network. The pricing and parameters for Gold Support are identified in the applicable Service Order. CenturyLink or Cyxtera reserves the right to determine whether any request for Gold Support is out of scope.

2. Billing Commencement Date (BCD). The BCD for the Service is the date the Customer is notified that the Service is installed and made available for Customer's use. Notwithstanding anything to the contrary including any provision in any document that indicates rates are fixed for the Initial Term, Cyxtera may increase the rates associated with existing Service at any time after twelve (12) months of the BCD for such Service in order to pass through increases in such Service's underlying power facility costs and annual escalators. Such increase shall be effective upon at least thirty (30) days' prior written notice thereof to Customer.

3. Subject to the provisions of this Addendum, Customer will have unescorted access to the Premises and Customer's space and equipment twenty four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year, subject to applicable Premises access policies, including identification protocol.

4. Customer may display a single promotional sign with Customer's name and/or logo on the outside of any colocation space; provided such signage does not exceed 8 inches by 11 inches; provided that such sign shall not obstruct any common areas or pathways or otherwise interfere with the data center operation of or any other customers' use of the Premises.

5. Customer, its employees, agents, or contractors who access any Premises on Customer's behalf ("Authorized Representatives") must be designated in writing. Customer, its Authorized Representatives and all Customer Equipment and any related materials used in connection with the Service shall comply with all data center operating policies (including the "Cyxtera Customer Guide and Handbook" ("Customer Guide")), a current copy of which is located on www.savvisstation.com and which may be changed upon at least sixty (60) days' written notice to Customer. If CenturyLink (or Cyxtera) reasonably believes that Customer is not complying with this Section, Customer shall remedy such non-compliance within ten (10) business days of receiving notice of such non-compliance from CenturyLink (or Cyxtera). Services may be immediately suspended upon notice to Customer for Customer's material non-compliance with this Section if CenturyLink (or Cyxtera) reasonably believes such material non-compliance to be an imminent threat of either (i) materially interfering with or harming the Cyxtera infrastructure; any third parties' infrastructure and/or the Services; and/or (ii) harm or damage to CenturyLink, Cyxtera, Customer or third party personnel or equipment. In all other cases, Customer will be notified of non-compliance and Customer shall remedy such non-compliance within ten (10) business days of receiving such notice. If Customer fails to remedy such non-compliance within such period or begin implementation of a reasonable and mutually agreed plan to cure such non-compliance then, notwithstanding any other rights in this Addendum or this Agreement, CenturyLink may immediately (i) suspend the Service and/or restrict Customer's access to the Premises for so long as deemed reasonably necessary by CenturyLink or (ii) terminate the affected Service if such non-compliance is recurring.

6. Customer agrees that it will not use the Services: (a) for fraudulent, abusive, or unlawful purposes or any other unauthorized or attempted unauthorized use, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; or (b) in any manner that causes interference with Cyxtera's or another's use of the Cyxtera-provided network or infrastructure. Customer will cooperate promptly to prevent third parties from gaining unauthorized access to the Services. Customer will not use or access the Services or any Premises in a manner that: materially interferes with or harms the Cyxtera infrastructure or any third parties; or is tortious or violates any third party right. CenturyLink (or Cyxtera) may suspend the affected Services for any violation of this section. CenturyLink (or Cyxtera) will attempt to notify Customer in writing prior to suspending Service. However, the affected Service Order may be may terminated or suspended without notice if CenturyLink (or Cyxtera) becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink (or Cyxtera) to criminal or civil liability or that exposes the Cyxtera property or Cyxtera customers' network or property to harm.

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7. Maintenance of Premises. If Customer requires lighting, heating, air conditioning or other environmental support systems that exceed the normal specifications of the Premises, the cost of providing, installing, operating, maintaining and removing any supplementary environmental support systems will be the responsibility of Customer.

8. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with either an A.M. Best's rating of A-VII or better or a Standard and Poor's rating of BBB or higher and authorized to do business in each state or country where the data center is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. Customer's agents, or contractors who access any the data center on Customer's behalf will be required to maintain proper insurance applicable to the type and scope of the services performed for Customer. It is expressly understood that Customer is ultimately responsible for its agents, or contractors, including without limitation, ensuring that the appropriate insurance is maintained.

(a) Workers' Compensation insurance or similar social insurance or government scheme in accordance with applicable laws in each state or country where the data center is located, including Employer's Liability insurance with limits not less than $1,000,000 USD, or equivalent local currency, each accident.

(b) Commercial General/Public Liability with limits not less than $2,000,000 USD, or equivalent local currency, per occurrence and $4,000,000 USD, or equivalent local currency, aggregate covering personal injury, bodily injury, death, property damage, products/completed operations, and contractual liability.

(c) Commercial Automobile Liability with limits not less than $1,000,000 USD, or equivalent local currency, combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Addendum.

(d) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the Customer's personal property located in the data center.

Customer shall ensure that Cyxtera, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds or an indemnity to principal on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory. Prior to commencement of Services under this Addendum, Customer will make available to CenturyLink evidence of the insurance required herein.

9. Subject to the rest of this Section, Cyxtera or its designee may enter the space within the Premises specifically identified as available to Customer for the placement and operation of the Customer Equipment ("Customer Area") and/or access Customer Equipment only to the extent necessary to provide a Service or otherwise exercise its rights under this Addendum.

If Customer Equipment needs to be moved to another area within the same Premises or to another Premises due to either Customer's requirements (for which Customer shall bear all costs) for additional space or the third party data center provider's business needs (at no cost to Customer), Customer will provide or be provided, as applicable, no less than one hundred eighty (180) days advance notice. Customer shall not be required to relocate its Customer Equipment more than once during the Service Term. The parties will cooperate to complete and minimize the impact of the relocation. Customer may temporarily store Customer Equipment pending its installation at a Premises ("Equipment Storage"). If Equipment Storage continues for more than thirty (30) days, CenturyLink (or Cyxtera) may return, at Customer's expense, the Customer Equipment. The risk of loss or damage for any Customer Equipment during any Equipment Storage shall be upon Customer. If any Authorized Representative or Customer Equipment presents any material risk of harm to CenturyLink, its third party data center provider, or any of its employees, agents, contractors, or customers, or the Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, CenturyLink may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer Equipment will not cause personal injury or property damage at a Premise.

10. Within fifteen (15) days after termination or expiration of a Service, Customer shall: (a) remove all Customer Equipment and any other Customer property ("Customer Materials") from the Premises; and (b) return the Customer Area to the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to remove the Customer Materials within such period CenturyLink (or Cyxtera) may remove any Customer Materials (without liability) and either: (a) store it at Customer's expense or (b) ship such Customer Materials FOB Origin to Customer at Customer's last address of record at the Customer's expense. CenturyLink reserves the right to hold any Customer Materials until Customer remits all outstanding amounts owed (including storage fees).

11. This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the Premises in accordance with this Addendum, to the extent it involves the use of space leased by Cyxtera, shall be subordinate to any lease between Cyxtera and its landlord(s) ("Underlying Rights").

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The continued existence of the Underlying Rights under currently existing terms and conditions is a condition of this Addendum. In the event that CenturyLink is unable to renew any affected Service with Cyxtera due to an Underlying Right, then CenturyLink has the option to relocate Customer at no cost to Customer and Customer agrees to cooperate with CenturyLink in the relocation to another Premises. If an alternative Premises is not available from Cyxtera for any reason, CenturyLink may terminate the affected Services without penalty.

Customer hereby waives and releases any claims that it may have against the landlord(s) under any lease with respect to any Customer Equipment or property located in the Premises.

12. If the Premises becomes the subject of a taking by eminent domain by any authority having such power, CenturyLink shall have the right to terminate any or all of the affected Services without liability; provided, however, that CenturyLink will provide Customer with as much notice as reasonably practicable under the circumstances (but in no event more notice than Cxytera provides to CenturyLink) to move Customer to another, comparable Premises prior to exercising such termination right.

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Service Level Attachment
Service Level Agreement ("SLA")

This Colocation Services Service Level Attachment ("SLA" or "SLA Attachment") sets forth the applicable service levels ("Service Levels") for the Colocation Services (the "Services") provided within the Premises identified on the Service Order. This SLA Attachment is subject to and incorporated into the Addendum between the parties and any terms not defined in this SLA Attachment shall have the meaning set forth therein.

1. Service Levels and Service Credits

The Services are provided with the following categories of Service Levels:

- **A.** Power Availability
- **B.** Cross Connects
- **C.** Chronic Service Interruption

In the event of a Service Level Failure (hereinafter defined), Customer may be entitled to receive the applicable service credit set forth herein ("Service Credits"). Eligibility for Service Credits related to Power Availability is dependent upon selection of the Power Source Connection listed below:

Power Source Connection		**Services eligible for a Power Availability Service Credit (Service Credit based on the Monthly Recurring Charge ("MRC") for the Affected Service)**
Primary and Redundant		Colocation Service (space and power component) only
Primary Only		None

A. POWER AVAILABILITY

The Colocation Service is provided with the Power Availability Service Level set forth below:

Power Availability	100%

In order to be eligible for Power Availability Service Level, Customer (i) shall maintain and utilize primary and redundant power sources and equipment capable of operating at 100% of load, without sustaining an outage solely caused by power being lost to just one of the two power sources, (ii) shall use cabling that meets national electrical and fire standards and any other required specifications, (iii) shall connect its Customer Equipment directly into both the A power source and the B power source, (iv) shall not permit power utilization to exceed the power rating identified in the Service Order, and (v) shall maintain all Customer Equipment in compliance with the electrical regulations of the region where such Customer Equipment is installed.

If the Colocation Service is subject to a Power Outage, a Power Availability Service Level Failure shall be deemed to occur and Customer is entitled to a Service Credit set forth in the table below. Service Credits for Power Outages are based on cumulative Power Outages over a calendar month. All Power Outage measurements will be based on the applicable Premise's internal monitoring equipment and records.

Cumulative Duration of Power Outages within a Calendar Month	**Service Credit for Power Outages based on a Percentage of MRC for the Affected Service of the Colocation Service**
≥1 minute and < 45 minutes	5%
≥45 minutes and < 1 hour, 59 minutes	20%
≥ 1 hour, 59 minutes and < 3 hours, 30 minutes	30%
≥ 3 hours, 30 minutes and < 11 hours, 59 minutes	40%
≥ 11 hours, 59 minutes and < 17 hours, 59 minutes	50%
≥ 17 hours, 59 minutes and <23 hours, 59 minutes	75%
>23 hours, 59 minutes	100%

B. CROSS CONNECTS, if applicable

Cross Connect Service is at 100% availability. A Cross-Connect is considered unavailable when the endpoints of the Cross-Connect are not able to maintain a communication connection due to the failure of the physical media. If a Cross-Connect is unavailable, Customer will be entitled to a service credit equal to the MRC for the affected Cross-Connect.

C. CHRONIC SERVICE INTERRUPTION

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If any Service over any sixty (60) consecutive day period, experiences more than three (3) Service Level Failures as described in Section 1A and 1B above for more than twelve (12) aggregate hours, Customer shall have the right to terminate the affected Service, in its sole and absolute discretion, with no further obligation or liability; provided such notice related to Customer's right to terminate in accordance with this Section is sent to CenturyLink within 60 days of the conclusion of the month in which the right to terminate is triggered.

2. Maintenance

Current scheduled maintenance windows are described in the Customer Guide and Handbook ("Scheduled Maintenance"). Any Scheduled Maintenance or Emergency Maintenance may limit or suspend the Availability of the Services. The suspension of the Availability of any of the Services during Scheduled Maintenance shall not be deemed a Service Level Failure and Customer shall not be entitled to any Service Credit. Customer will be provided with at least fourteen (14) days prior written notice of any Scheduled Maintenance activities. Emergency Maintenance may not be posted because of its immediate nature, provided however, Customer will be notified as soon as practicable, and such notice shall include a reasonable forecast of duration of the event.

3. Process

All requests for Service Credits must be sent to CenturyLink within 60 days of the conclusion of the month in which the Service Level Failure(s) occurs. Service Credits requested in accordance with the preceding sentence will be issued once validated by Cyxtera. CenturyLink will use commercially reasonable efforts to apply Service Credits towards the next invoice Customer receives. Customer shall waive any right to Service Credits not requested within the 60 day window.

4. Limitations

Customer will not be eligible to accrue any otherwise applicable Service Credits or rights of termination under Section 1C if Customer is in breach or default under any provisions of the Addendum or Agreement at the time the Service Level Failure occurred to the extent that the Service Level Failure resulted from such breach or default. Customer will not be entitled to any otherwise available Service Credit if Customer is in material breach under any provisions of the Addendum or Agreement at the time such Service Credit is requested by Customer until such breach is cured.

In the event an incident or series of related incidents results in multiple Service Level Failures hereunder and Customer would be entitled to a Service Credit(s) as a result thereof, Customer shall not be entitled to Service Credits with respect to all such Service Level Failures, but instead will only be entitled to a Service Credit with respect to the Service Level Failure for which the highest Service Credit would be payable hereunder. In no event will the total Service Credits accrued in any single month exceed, in the aggregate across all Service Levels and events, one hundred percent (100%) of the invoiced amount for the Affected Service.

This SLA provides Customer's sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind. Service Levels and Service Credits set forth in this SLA Attachment shall not apply with respect to any Excluded Events.

"**Excluded Event**" means any event that adversely impacts the Service that is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or Cyxtera; (c) Force Majeure events; (d) Scheduled Maintenance; (e) any suspension of Service pursuant to the Addendum or Agreement; (f) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information.

5. Definitions

"**Affected Service**" means the portion of Services directly impacted by the failure to meet the relevant Service Level described in this SLA Attachment.

"**Availability**" means the percentage of time during a month in which the Colocation Services is not subject to an outage.
Availability is calculated as follows:

$$\textbf{"Availability"} = \frac{(\text{Total minutes in a calendar month}) - (\text{Total minutes of outages during a calendar month})}{(\text{Total minutes in a calendar month})} \times 100$$

"**Customer Area**" means the specific portion of a Premises in which the Service is provided.

"**Emergency Maintenance**" means unscheduled maintenance to the Services which must be performed on an immediate basis where failure to do so is likely to result in an imminent and/or material Service deficiency.

"**Premises**" means Cyxtera Data Center building, or location in which the Customer Area is located.

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"**Power Outage**" means any period of at least one minute during which Customer is unable to utilize the Colocation Service due to a failure to provide Customer with the specified power in the Customer Area for reasons other than an Excluded Event. All Power Outage measurements will be rounded to the nearest one minute increment.

"**Service Credit**" means an amount deducted from fees billed to Customer in the event of a Service Level Failure.

"**Service Level Failure**" means a Power Outage.

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MASTER PRICE AGREEMENT
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 ("Service") provided by Lumen or a Lumen affiliate ("Lumen"). 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. 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.

2. Service Description. 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, (iii) GRE Service, or (iv) Proxy 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. DDoS Mitigation Service orderable online via self-serve may be referred to as "DDoS Hyper". 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 Proxy Service. Proxy Service is an Always-On Service which Mitigates specific internet-based Attacks and allows legitimate internet based traffic to Customer's protected web based server. For Proxy Service, Lumen will assign virtual IP addresses ("VIPs") that the Customer will point to either directly or via another DNS record. Customer is responsible to update Customer's DNS entries to Lumen-provided information which redirects Customer's web traffic via Proxy Service. Each Proxy Service will terminate to only one (1) Customer hosted IP address and will send clean traffic to and receive outbound internet traffic from Customer's web based server. Proxy Service works with standard TCP based Web (i.e., HTTP, HTTPS) application layer protocols. Customer acknowledges that Proxy Service can be setup to open HTTPS traffic for deep packet inspection if Customer elects HTTPS packet inspection at the application Layer 7 level on a per domain, per SSL certificate basis. This optional Proxy Service component requires Customer to provide Lumen with a SSL certificate to be loaded on to Proxy Service platform for the traffic which will be subject to HTTPS packet inspection.

2.5 Routing under either the Direct Service, Internet Direct Service, or the GRE Service is asymmetric, with outgoing traffic from Customer to the Internet being forwarded as normal to Customer's Internet Service Provider, without passing through Mitigation Infrastructure. For Proxy Service both incoming and outgoing Customer web application Internet traffic configured to use the Proxy Service passes through the Mitigation Infrastructure.

2.6 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.

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2.7 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.

2.8 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".

2.9 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 Mtigation 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.

2.10 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 Sates 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 hereto as Exhibit A will be determined and mutually agreed upon during the kick-off call.

2.11 Rapid Threat Defense.

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

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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.

3. 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 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 acknowleges 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 or Proxy Service in one (1) business day; however this is a nonbinding objective. For DDoS Mitigation Service other than GRE Service or Proxy 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.

4. 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 wll defend, indemnify and hold Lumen harmless from any claim, demand or action arising in connection with a breach of the foregoing warranty.

5. 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.

5.1 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.

5.2 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.

5.3 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.

5.4 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

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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.

5.5 For the Internet Direct Service, Customer must procure from Lumen connectivity between the Lumen network and the Customer presmises 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.

5.6 **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.

5.7 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.

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

5.9 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.

5.10 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 of Chronic Problems caused by Customer.

5.11 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.

5.12 **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.

5.13 **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.

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5.14 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.

5.15 Change Request. Customer 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.

5.16 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.

5.17 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.

6. 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.

7. 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.

8. 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.

9. Additional Disclaimer of Warranty; Liability.

9.1 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,

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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 A 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.

9.2 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").

10. 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.

11. 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 Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

12. 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 Mitgation 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 calcuation based on a 30 day calendar month.

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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 12(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 fo On-Demand without aut	TTM SLA for On-Demand with auto-miti	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 Proxy Service.

In the event the TTM SLA is not achieved, the following remedies apply:

Time to Initiate Mitigation	Service Credit
>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 calcuation 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 wtihin 30 days following the date/time the right of termination is triggered.

Customer is deemed to have pre-approved Mitigation for Proxy Service, 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)

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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 wtihin 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.

13. 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, DDoS Mitigation GRE Service, or DDoS Mitigation Proxy Service that continually diverts Customer's inbound internet traffic through the Mitigation Infrastructure using BGP networking service; except for in the case of DDoS Mitigation Proxy Service where Always-On also continuously diverts Customer's outbound internet traffic through the Proxy Service with DNS based redirection.

"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 Direct Service, DDoS Mitigation Internet Direct Service or GRE Service that allows customers to initiate mitigation via specific 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" means DDoS Mitigation Service orderable online via self-serve experience. DDoS Hyper includes a subset of service capabilities available within DDoS Mitigation Service.

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"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.

"DDoS Mitigation Proxy Service" or "Proxy Service" means DDoS Mitigation which utilizes DNS entry updates as a mechanism to redirect legitimate and Attack traffic through the Mitigation Infrastructure. Clean traffic and Customer's protected web server outbound traffic are delivered between Customer's protected web based server and Mitigation Infrastructure over public Internet. Proxy Service is subject to Lumen availability.

"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).

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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

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MASTER PRICE AGREEMENT
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 notifiy 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 interoperation 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

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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 though the Portal is deemed "Confidential" and Customer may not disclose such information to third parties.

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-ration 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.

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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.

"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 Programing Interface/User Interface service ("API/UI Service") when Customer is utilizing API/UI Service in connection with the Service and Customer and Lumen have seperately 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.

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MASTER PRICE AGREEMENT
LEVEL 3® ENTERPRISE VOICE SIP BASED SERVICES
SERVICE SCHEDULE

1. Applicability. This Service Schedule applies to the SIP-based provisioning of Level 3® Enterprise Voice Services as described herein ("Services") and incorporates the terms of the Master Service Agreement under which Level 3 provides Services to Customer (the "Agreement"). This Service may be referred to as Voice Complete, SIP Trunking, Enterprise SIP Trunking, SIP Service, E-SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service ("IFN" and "UIFN"), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation.

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

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

- SIP and Enterprise SIP or E-SIP Service is the SIP-based provisioning in the United States only of inbound local and toll free calling capabilities and outbound local and long distance calling. This Service is only available for provisioning to Customers with 2 or fewer locations in the United States. CCP capacity provided in association with E-SIP can be used in a shared manner across two Customer locations.

- VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number ("IFN") and universal international free numbers ("UIFN"), international local inbound ("ILI"), optional SIP call transfer capability ("SIP Refer"), and long distance outbound calling capability. No local outbound calling capability is provided. Customers use simultaneous sessions each of which enables a single call to be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

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

3. Rates, Charges, and Commitments.

A. General. Customer shall pay the rates and charges for the Services, including but not limited to monthly recurring charges ("MRCs"), usage charges (per call, per minute, etc) and associated billing increments, and non-recurring charges ("NRCs") as set forth in a rate sheet, as the same may be changed as set forth herein (the "Rate Sheet"). If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Level 3's standard usage rate for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services hereunder are captured in the Rate Sheet as ancillary fees or feature charges. The Term identified in the Rate Sheet is the "Service Term" for such Services. Notwithstanding anything to the contrary in the Agreement, billing and Service Term for the Services will commence upon the earlier of the Connection Notice or Customer's use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and shall pay for billable usage and the full quantity of associated utilized MRC-based Services.

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

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

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

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

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

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

In addition to such minimum commitments as stated herein or in the Agreement, the Enterprise SIP Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or "MUG") which will be set forth in the Rate Sheet(s) and/or

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Customer Order(s). For such Service(s) with a minimum commitment ("Committed Service"), commencing on the first full billing cycle following the Ramp Period (defined herein) for such Committed Service and continuing through the longer of (i) the Pricing Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to charges no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the "Revenue Commitment"). "Aggregate VRC Charges" shall mean the charges on an invoice for (i) the monthly recurring charges and usage charges for the Committed Service and (ii) such other charges for non-voice services as may be expressly set forth in the Revenue Commitment. The Revenue Commitment is a take-or-pay commit: Customer shall pay the higher of (i) Customer's actual invoiced Aggregate VRC Charges (and, if agreed applicable, other non-voice charges) or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation or early termination charges for Committed Service (but shall be responsible for any separate cancellation or early termination charges for other non-voice services and local access services). For purposes herein, the "Ramp Period" shall mean the period commencing on the Service Commencement Date and expiring on the date of the second Level 3 invoice for which the Service is billed.

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

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

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

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

i. Unauthorized PIC Change. An unauthorized carrier change charge as defined on the Rate Sheet may be applied to each primary interexchange carrier ("PIC") change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of services by Level 3.

ii. PIC Change Charge. Level 3 may elect to assess Customer a PIC change charge if an end user's automatic number identifier ("ANI") is changed from one interexchange carrier ("IXC") to another.

iii. Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC"). Level 3 may assess Customer a carrier line charge for lines moved from an IXC to Level 3.

4. Rate Changes and Termination Right.

A. Rate Changes. Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Level 3 to Customer. Level 3 may send to Customer a notice changing rates, charges or other pricing terms as set forth herein, in a Rate Sheet and/or Order which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address as set forth herein (a "Rate Change Notice"). Customer's e-mail address for purposes of Rate Change Notices hereunder is: {_____}. The rates or changes set forth in such Rate Change Notifications shall take effect as stated therein but no sooner than 30 days following such Rate Charge Notice.

B. Limited Termination Right Related to Rate Changes. On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Level 3 in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

5. Scope of Level 3 Agency. In the provisioning of telephone numbers and/or in porting activities, Level 3 is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.

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6. Restrictions.

A. No Resale. Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Level 3, no less formal consent will be binding.

B. No Non-Conforming Uses. The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a "Non-Conforming Use". In addition to Level 3'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 Level 3 would have applied for Non-Conforming Use. In addition, if in Level 3's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Level 3 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 Level 3, Level 3 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 on the Rate Sheet. Customer will indemnify Level 3 from any claims arising as a result of any Non-Conforming Use.

7. Traffic Integrity. Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Level 3's request, Customer shall certify in writing its continued compliance with this Section.

8. Fraudulent Calls and Unsupported Calls. Customer shall be responsible for paying Level 3 for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Level 3 may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Level 3's network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer shall notify Level 3 as soon as possible at +1-800-348-5457 or FraudOperationsNA@Level3.com.

9. Service Levels.

The following Service Levels apply only if Customer is the end-user of the Enterprise SIP Service and purchases either Level 3 Internet or Level 3 IP VPN Service (as applicable). If Customer purchases the Service as a Converged Service bundle (i.e. in the United States, specifically with Level 3 MPLS Services or Level 3 Internet Services), the separate service levels under those separate Service Schedules apply in lieu of the Service Levels below.

A. Availability Service Level. The Availability Service Level for this Service is 99.9% per month for Level 3 Internet Service use and 99.99% for Level 3 IP VPN use. Service is considered "Unavailable" if Customer is unable to initiate outbound or receive inbound calls for reasons other than an Excused Outage. An Unavailability event is measured from the time Customer opens a trouble ticket with Level 3 until the affected Service is restored. Customer will be entitled to a service credit off of the monthly recurring charge ("MRC") for the affected Service based on the cumulative Unavailability of the affected Service in a given calendar month as set forth in the following table:

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

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IP VPN - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:05:00	0%
00:05:01 - 04:00:00	5%
04:00:01 - 08:00:00	15%
08:00:01 +	25%

B. Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Term without termination liability if the Service is Unavailable (as defined in subpart 9A immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

10. Third Party Access Provided by Level 3. Level 3 provides local access circuits (via third party providers) pursuant to the Rate Sheet only for Customer's use in connection with the Service provided under this Service Schedule. Where Customer's usage of such local access circuits falls below the minimum usage level set out below in 2 consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the charge(s) set out below in addition to any other charges payable in respect of the Service.

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

If Level 3 notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Level 3 for any early termination fees levied on Level 3 by the third party provider of that local access circuit.

11. Additional Service Specific Terms.

A. Voice Complete and SIP Service

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

(ii) Emergency Calling Capability. Level 3 will provide Emergency Calling capability with SIP Service, FlexVoice and Voice Complete as required by law. "Emergency Calling" means the ability through the dialing of the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112) to reach emergency response services associated with the address loaded in the relevant databases, subject to each party's obligations and the limitations hereunder. Level 3's liability for Emergency Calling related claims is limited and/or disclaimed to the fullest extent allowed by law.

a. PLEASE READ THE INFORMATION BELOW ABOUT EMERGENCY CALLING CAREFULLY. BY USING AND PAYING FOR THE SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO EMERGENCY CALLING SERVICES, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE EMERGENCY CALLING.

In particular, please note that Customer will not be able to conduct traditional wireline Emergency Calling in the event of:

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- a power outage;
- a loss of connectivity to the internet;
- delays in making a registered location available in the relevant databases or service records; and
- Customer's use the phone at a location other than the established fixed, primary location as determined by Level 3's service records commonly known as "nomadic" use unless and until the Customer provides an updated accurate current user location and the same has time to be loaded into the appropriate databases.

Customer acknowledges that Level 3 has advised that the Service does not support Emergency Calling in these instances. Customer undertakes to advise all individuals of this limitation who may have occasion to place calls using this Service, and is advised to provide labels or stickers setting out the appropriate warning information on Customer devices (for the United States, labels for Customer's placement on devices are attached hereto as Attachment A). Notwithstanding anything in the Agreement, no indemnification obligations of Level 3 shall apply with respect to any Emergency Calling capabilities provided by Level 3. Level 3 shall have no liability for any failure to provide Emergency Calling except liability that arises as a direct result of Level 3's gross negligence or willful misconduct.

b. Customer is responsible for assuring that user locations are up to date by providing correct and current address information to Level 3 (hereinafter "Registered Location" but also known as "Automatic Location Identification" or "ALI" in North America and calling line identifier "CLI" in Europe) to Level 3. Customer and its end users shall provide Level 3 with such information conforming to any national numbering schemes or regulatory requirements applicable at the point of interconnection with the Level 3 network. Customer is responsible for updating the Registered Location information for each user on a timely basis in response to changes in location via a Customer facing portal supplied by Level 3 or by calling Level 3 Customer Care. Customer understands that updates to a user's Registered Location information do not occur immediately upon providing such data to Level 3.

c. Customer will provide the initial Registered Location for each user contemporaneously with the execution of its order for the Service. Customer must provide Registered Locations to Level 3 in a form compliant with prevailing regulatory requirements. Level 3 will notify the Customer of any system rejected, unrecognized, or unverifiable Registered Location information, and Customer must promptly resubmit corrected Registered Location information. Failure to provide accurate Registered Location information may delay activation of telephone numbers. Customer acknowledges and understands that failure to provide the current and correct Registered Location related to physical address and location will result in any emergency calls made by Customer failing to properly route and/or being routed to the incorrect local emergency service provider.

d. It is the Customer's responsibility to understand the local jurisdictional laws that pertain to them in regards to Emergency Calling requirements and compliance obligations, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations. Level 3 specifically disclaims any such obligation.

e. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Level 3 does not store Registered Location information and relies upon information provided in the Lync 911 call flow as result of Customer's proper configuration of the location information server ("LIS") to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.

f. For Customers that deploy their own MLTS (i.e., PBX) or comparable equipment:

(i) Some jurisdictions impose specific requirements on MLTS operators. Customer is responsible for complying with any and all such obligations. Customers in California must download and review the brochure at https://www.cpuc.ca.gov/General.aspx?id=3746 .

(ii) Level 3's Services are configured to provide Emergency Calling service only for telephone numbers that Level 3 has assigned to the Service. If Customer programs telephone numbers from another provider into Customer's MLTS, Customer is responsible for coordinating with the other provider to deliver Emergency Calling for that provider's telephone numbers.

g. Customer will indemnify Level 3 and its affiliates from any claims that arise as a result of Customer's failure to advise end users of the limitations set forth herein and for claims that arise as a result of Customer's failure to perform its obligations hereunder.

h. In the event that Emergency Calling limitations or requirements different than those stated herein are, in Level 3's reasonable opinion, necessary or advisable based on Level 3's interpretation of currently evolving Emergency Calling laws, rules and regulations, Customer agrees to negotiate modifications to this Section as requested by Level 3, and if agreement respecting the same cannot be reached, Level 3 may terminate the Service and this Agreement without liability.

i. Other Jurisdictions. Country- specific additional emergency calling terms may be required and will be added to this Agreement upon Level 3 request.

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

(i) Ownership of Telephone Numbers. Level 3 is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon

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request (and in the format requested by Level 3). Customer shall indemnify Level 3 and its affiliates from any third party claim related to or arising out of any such change (or request for such a change).

(ii) Porting, Number Availability and Other Restrictions. Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section shall not relieve Customer of its obligations under any Commits. Level 3 does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Level 3 may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Level 3. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) shall not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Level 3, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Level 3 to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Level 3 until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Level 3.

(iii) Multiple Carrier Routing for US Toll Free Numbers. Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Level 3 and another carrier, Level 3 will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Level 3 received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

12. Latin American Services. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

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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

1. Your broadband/interconnect connection has failed or is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

4. Your broadband/interconnect connection has failed or is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

7. Your broadband/interconnect connection has failed or is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

10. Your broadband/interconnect connection has failed or is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

13. Your broadband/interconnect connection has failed or is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

16. Your broadband/interconnect connection has failed or is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

19. Your broadband/interconnect connection has failed or is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

22. Your broadband/interconnect connection has failed or is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been registered with your service provider

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

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if

25. Your broadband/interconnect connection has failed or is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been registered with your service provider

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

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MASTER PRICE AGREEMENT
ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)
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 ENNIs 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:

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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.

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.

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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 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.

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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 a best effort and 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 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.

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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.

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MASTER PRICE AGREEMENT
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 deterimental, 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.

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MASTER PRICE AGREEMENT
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

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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").

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

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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.

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MASTER PRICE AGREEMENT
CENTURYLINK® NETWORK PROTECTION SERVICE
SERVICE SCHEDULE

1. Applicability. This Schedule is applicable only where Customer orders CenturyLink® Network Protection Service ("NPS" or "Service"), provided by Level 3 Communications, LLC, a CenturyLink affiliate ("CenturyLink"). Customer must purchase certain CenturyLink Qualifying Internet Services to use NPS. 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 in this Service Schedule will have the meaning set forth in 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.

2. Definitions.

"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 (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (c) 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; (d) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (e) Customer's failure to release the Service for testing or repair and/or continuing to use the Service on an impaired basis; (f) 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; (g) improper or inaccurate network specifications provided by Customer; or (h) Customer is in breach of its obligations under the Agreement or this Service Schedule.

"Flow Based Monitoring" or "FBM" is an optional feature that provides 24x7 proactive monitoring of attacks.

"Null route" or "black hole route" is a network route that goes nowhere. Matching packets are dropped or ignored rather than forwarded.

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

"Qualifying Internet Services" means CenturyLink and its affiliates' Internet Services that are compatible with the Service; all subject to availability and provided under separate terms and conditions.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the CenturyLink network, routers and monitoring equipment. 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 interruptions; and (c) use commercially reasonable efforts to perform maintenance between midnight and 6:00 a.m. local time. Emergency maintenance may be performed on less or no notice.

"Special Unavailability" means unavailability of the Service due to (a) Customer misuse; (b) other negligent or unlawful acts by Customer or Customer Representatives; (c) network unavailability, including telecommunications or Internet failures outside the CenturyLink network; (d) problems with Customer provided servers, routers, equipment, applications or systems; (e) Customer's sustained traffic load reaching a point that causes material degradation to or outage of the underlying Qualifying Internet Service; or (f) any other action or inaction by a third party. Whether Special Unavailability is present will be determined by CenturyLink in its good faith discretion supported by records, data and other evidence.

"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 CenturyLink uses its applied access control lists ("ACLs") and performance rules to mitigate volumetric attacks or limit the traffic that is permitted across the Qualifying Internet Service.

3.2 FBM is available only to Customers with a Qualifying Internet Service that choose monitoring either from CenturyLink provider edge routers or Customer owned and managed equipment. FBM requires a reliable feed of netflow sampling and SNMP specific to the Customer's traffic which CenturyLink will obtain from the Qualifying Internet Service used by Customer for the Service. FBM may not be available in all regions or countries and is subject to availability. Notwithstanding the foregoing, CenturyLink reserves the right at any time to: (i) change, add or supplement the monitoring tools; (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.

3.3 CenturyLink may, at its sole discretion and without liability, change, modify, or replace any of its network hardware, software, or equipment used to deliver NPS. Modifications will not have a material adverse effect on the level or quality of the features or functionalities of NPS.

4. Acceptance; Service Commencement Date. Orders shall describe the scope of NPS, including the Service Term, location and rate. CenturyLink's acceptance of the individual Order is evidenced by the provision of the relevant sample filter to Customer. Notwithstanding any other Service Commencement Date or billing commencement definition in the Agreement, the Service

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Commencement Date and the date CenturyLink will start billing for NPS, is the date CenturyLink deploys the filter on the router, regardless of whether the filter is active on the CenturyLink edge router serving Customer's Qualifying Internet Service.

5. Charges. The charges for NPS consist of 2 components: (a) a non-recurring installation charge ("NRC"); and (b) a monthly recurring charge ("MRC") billed in advance based on the committed data rate (also referred to as committed information rate) associated with the underlying Qualifying Internet Service. The MRC and NRC for FBM is based on each piece of Customer owned and managed equipment when monitoring occurs from the Customer premise or for each logical circuit when monitoring occurs from CenturyLink provider edge routers directly from which FBM collects netflow sampling.

NPS includes limited logging and reporting capabilities that require Customer to submit a request through the Security Operations Center ("SOC"). CenturyLink will provide reasonably requested reports where possible. Customer can request up to 2 changes to filters or ACLs per month while not under attack at no additional charge. Customer can request additional changes subject to a time and materials charge ("T&M") basis at $150.00/hour. Filter or ACL rule changes implemented during attack mitigation will not count against this limit, and are provided at no additional charge.

Charges 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.

6. Customer Responsibilities and Acknowledgements. In order for CenturyLink to provide NPS, Customer will:

6.1 Provide and maintain an accurate list of authorized contacts ("Customer Representatives") who can request changes to the rules implemented to protect against attacks;

6.2 Identify the specific circuit IDs to which ACLs or filters will apply;

6.3 Provide SOC information regarding changes to the rules in the event of an attack that will include, at a minimum, target host/IP address, protocol (TCP or UDP) and destination port;

6.4 Approve or reject CenturyLink provided ACLs or filters within 1 business day following delivery from CenturyLink. In the absence of such approval, deployment of the filtering capability will occur (however it will not be actively applied to the interface) as communicated by CenturyLink and billing will commence;

6.5 Provide CenturyLink with all updated IP addresses that will be monitored;

6.6 Cooperate with CenturyLink and CenturyLink's vendors in coordinating setup of the Service;

6.7 Expressly consent to and understand that in the performance of its obligations in this Service Schedule, CenturyLink (or its vendors) may correlate Customer traffic information (and not attributable to any customer) on the Service infrastructure which is located in a country other than the country of origination and/or destination of traffic; and

6.8 Establish and consistently maintain its security policies and devices for defense and protection of its assets. 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.

6.9 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/or determining trends or threat intelligence, 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.

6.10 Customer acknowledges that CenturyLink's access to Customer information is generally limited to machine/system generated logs and/or metrics that allows CenturyLink to provide the Service.

6.11 Acknowledgement. Customer understands that NPS may result in disruptions of and/or damage to Customer, its end-users or third parties' information systems and the information and data these contain, including but not limited to denial of access to a legitimate system user. CenturyLink has no responsibility for backing up data prior to deploying NPS 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.

6.12 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,

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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.

6.13 In the event Customer or CenturyLink determine the Service is being affected by a continuing error, conflict, 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); or (ii) removing or modifying the system (e.g. browser, the servers making API calls) that interact with Service portal and APIs. 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 will 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.

7. CenturyLink Responsibilities. Customer will be provided a standard runbook which includes the rules of engagement in case the Customer is under an attack and needs assistance deploying ACLs. As part of NPS, SOC will assist with basic preventative measures that include:

7.1 Applying a temporary or permanent ACL for the location specified in the Order with up to 50 rules on upstream approved routers.

7.2 Configure Null routes

7.3 Setup firewall filters on compatible upstream approved routers. Customer can specify filters with

- IPs, subnets, ports, protocol
- SOC may develop filter for unknown attacks in some cases

7.4 Configure rate limits on upstream approved routers

7.5 Provide direct priority access to SOC engineering

8. Portal Use. If CenturyLink provides Customer with Portal access in connection with the Service, Customer will access the Portal solely for use with the Service in accordance with this Service Schedule, the Agreement and any additional terms and condiitons referenced in the Portal, and Customer will be responsible for any unauthorized access or use. 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. 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 users to request new tokens if they wish to reestablish access. Customer is responsible for maintaining the confidentiality of all usernames and passwords created by or assigned ("Credentials"), and are solely responsible for all activities that occur under such Credentials. Customer agrees to notify CenturyLink promptly of any actual or suspected unauthorized use of any Credentials. CenturyLinke reserves the right to terminate any Credentials that CenturyLink reasonably determines may have been accessed or used by an unauthorized third party, and will provide immediate notice of such to Customer.

9. Personal Data. Customer and CenturyLink 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 Section, 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, 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. To the extent legally required, Customer and CenturyLink 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 CenturyLink whether such written agreements are required based on the nature of the data being processed.

10. Additional Disclaimer of Warranty; Liability.

10.1 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 is a supplement to

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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 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 OR CONNECTIONS OR SYSTEM 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. CenturyLink will not be obligated to provide any defense, indemnity or hold harmless obligations with regard to any actual or alleged claim, liability, damage, expense or fees arising in connection with Customer's use of NPS (or software, if any) or otherwise arising in connection with NPS. 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.

10.2 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 a claim will 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. Additional Terms and Conditions Associated with the Service. CenturyLink may temporarily suspend any NPS immediately in the event CenturyLink 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 NPS. In the event of any expiration or termination of any NPS, Customer's access to the applicable NPS will end and CenturyLink will not be responsible for assisting Customer with any transition to an alternative provider.

13. Service Level Agreement ("Service Levels" or "SLAs") and Remedies. 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. Credits are only available against the MRC for the affected Service. To receive credits, Customer must immediately notify CenturyLink in writing of a Service issue, but in no event later than 30 calendar days after the incident. Service Levels do not apply to Excused Outages, periods of Special Unavailability, period of Suspension or Chronic Problems.

13.1 Time to Respond Service Level ("TTR SLA"):

SOC will respond to Customer's request to deploy ACLs within 30 minutes of receiving a call or a ticket to SOC from an authorized Customer Representative. SOC contact information is listed via http://repairescalations.centurylink.com/. If SOC fails to meet the TTR SLA, Customer will be entitled to a service credit off of the NPS MRC, as follows:

Time to Respond	SLA Credit
00:31:00 - 01:00:00	10% of MRC
01:01:00 02:00:00	25% of MRC
02:00:00 and above	50% of MRC

Activities that require traffic analysis and/or custom ACL development are not covered under the TTR SLA. In no event will Customer receive a credit for more than 1 incident per day pursuant to the terms of this Section, regardless of the number of times CenturyLink fails to comply with the TTR SLA during that day. In no event will credits in a given calendar month exceed 1 month's MRC for the affected Service.

13.2 Platform Availability Service Levels

CenturyLink will use commercially reasonable efforts to make the Service available to Customer one hundred percent (100%) of the time (the "Availability SLA"). For purposes of this Availability SLA, a "Availability Service Outage" means the Service is unavailable to Customer for more than 60 consecutive seconds in a calendar month. The duration of the Availability Service Outage will be determined by CenturyLink in its good faith discretion using information collected from CenturyLink trouble tickets and/or data collected from the performance of the Service.

In the event a Availability Service Outage lasts more than 60 seconds but less than 4 consecutive hours, CenturyLink will provide a service credit to Customer equal to 10 days of the MRC associated with the Service at the affected location (the MRC of the affected location ÷ 30 calendar days x 10).

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In the event an Availability Service Outage lasts more than 4 consecutive hours, CenturyLink will provide a service credit to Customer equal to a full month of the MRC associated with the Service at the affected location (MRC of the affected location ÷ 30 calendar days x 30).

In no event will Customer receive a credit for more than 1 incident per day regardless of the number of times CenturyLink fails to comply with the Availability SLA during that day.

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

(i) in the event a Availability Service Outage extends for 3 or more consecutive days, Customer will have the right, for 30 days following the start of such Availability Service Outage, to terminate the affected Service under the applicable Order without early termination liability;

(ii) in the event of 5 separate occurrences of Availability Service Outage each lasting at least 60 minutes in a 90 day period, Customer will have the right, for 30 days following the 5th such occurrence, to terminate the affected Service under the applicable Order without early termination liability; and

(iii) if Customer has procured the Qualifying Internet Service from CenturyLink as part of the Service, Customer's termination rights extend to such CenturyLink Internet Service.

13.4 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 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 (e.g., for both a TTR SLA and TTM SLA) 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.

CenturyLink's SLA only applies 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 will have no liability therefrom.

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MASTER PRICE AGREEMENT
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 CenturyLink's timing for resolution of problems involving Customer-provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

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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 36 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.

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

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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.

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Pricing Attachment

Refer to Attachment A for MASTER PRICE SCHEDULE

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ATTACHMENT 1

LIMITED LETTER OF AGENCY
between
LEAGUE OF OREGON CITIES ("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.

LEAGUE OF OREGON CITIES

Authorized Signature

Name Typed or Printed

Title

Date

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MASTER PRICE AGREEMENT
Service Appendix (Retail Version)

1. General. This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. Service Attachments. Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **Cisco WebExConferencing Service Attachment**
- **Hosted IVR Service Exhibit for Virtual Ports**
- **Hosted IVR (Minutes of Use) Service Exhibit**
- **Interaction Routing Service Exhibit**
- **CenturyLink® Metro Dark Fiber Service – Lease (North America) Service Schedule**
- **Cisco Hosted Collaboration Solution delivered by Lumen Service Schedule**
- **CenturyLink® Collaboration Services (Former Level 3) Service Schedule**
- **CenturyLink® Managed Premises Firewall Service Service Schedule**

3. Cancellation and Termination Charges. The following replaces the Cancellation and Termination Charges section of the Agreement:

Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit's requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, 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 last effective Order Term or Service 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).

4. 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.

5. 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. 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. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination. 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 Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

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7. 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.

8. 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 contained in the applicable Service Attachment, 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.

9. 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. Conflicts. If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; 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.

11. **HIPAA**. Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.

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MASTER PRICE AGREEMENT
CONFERENCING SERVICE EXHIBIT
CISCO WEBEX WEB CONFERENCING SERVICE ATTACHMENT ("Attachment")

This Attachment is subject in all respects to the Agreement, including the Conferencing Service Exhibit. Capitalized terms not defined in this Attachment are defined in the Agreement. By purchasing Cisco WebEx Web Conferencing, Customer agrees to all of the non-negotiable, vendor flow-through conditions contained in this Attachment. In the event of a conflict, the terms of this Attachment will prevail over the terms of the Agreement and Service Exhibit.

1. Service Description. Cisco WebEx Web Conferencing service ("WebEx") provides web-based collaboration and desktop and document sharing functionality. This service is delivered in two formats: (i) A shared, per minute, WebEx Meeting Center site where usage is billed on a per-meeting basis that accommodates up to 125 participants with integrated audio; and (ii) Microsites / subscription – private branded, company-specific site that can include WebEx Meeting Center, Support Center, Training Center, Event Center, or Enterprise Edition. Microsites / subscription and committed per minute service requires an annual commitment. WebEx "Full Deployment" is a pricing model rather than a unique product or technology. Full Deployment can be offered on either Meeting Center cap 25 named hosts or Meeting Center cap 200 named hosts. Full Deployment offers a per-host rate per month for companies that license all potential WebEx users and deploy the solution to every potential user.

2. License Grant. CenturyLink or one or more of its suppliers grants to Customer a non-exclusive, non-transferable, non-sublicensable revocable right to use the WebEx and software associated with WebEx ("Software") for the limited purpose of conducting or attending meetings and presentations only. Customer may not rent, lease, or grant a security interest in, or otherwise transfer any rights in the use of WebEx or the Software. Customer is prohibited from reselling or acting as a service bureau for any of the WebEx provided by CenturyLink. Customer will not reverse engineer, modify, decompile, disassemble, translate, or otherwise attempt to derive source code from any part of WebEx or the Software. CenturyLink and/or its suppliers, as applicable, retain ownership of all proprietary rights in WebEx and any associated Web sites and marks. Customers may not frame or utilize framing techniques to enclose any marks of CenturyLink or its suppliers, or other proprietary information (including images, text, page, layout, or form) without prior written consent.

3. Customer Content: Customer warrants and represents that it is the owner or licensee of any content that it uploads, records, or otherwise transmits through WebEx, including but not limited to photographs, caricatures, illustrations, designs, icons, articles, text, audio clips, and video clips (collectively, "Customer Content"). Customer will not upload, record, or otherwise transmit Customer Content that: (i) infringes any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising); (iii) is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (iv) is obscene, harmful to minors or child, or pornographic; (v) contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; or (vi) is materially false, misleading, or inaccurate.

4. Customer Conduct: Customer agrees to comply with applicable United States export laws and regulations regarding the transmission of technical data exported from the United States through WebEx. Customer agrees not to: (i) use WebEx in connection with chain letters, junk mail, surveys, contests, pyramid schemes, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise); (ii) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (iii) use, download, or otherwise copy or provide (whether or not for a fee) to a person or entity that is not a user of WebEx any directory of other users or usage information or any portion thereof other than in the context of Customer's use of the WebEx; (iv) knowingly interfere with or disrupt networks connected to WebEx or violate the regulations, policies, or procedures of such networks; (v) attempt to gain unauthorized access to WebEx, other accounts, computer systems, or networks connected to WebEx, through password mining or any other means; or (vi) use WebEx for illegal purposes (including without limitation, gambling or betting).

5. Indemnification. Customer will indemnify, defend, and hold CenturyLink and its suppliers harmless from any claims, losses, damages, penalties, or costs (including without limitation reasonable attorneys' fees) arising out of: (i) Customer's use of WebEx; (ii) Customer's violation or alleged violation of any applicable laws or regulations with respect to WebEx; or (iii) infringement of any intellectual property rights of any third party. CenturyLink or its suppliers may, at their discretion and upon reasonable belief, take any reasonable action they deem necessary, if Customer's conduct fails to conform with the terms of this Attachment or may create liability for CenturyLink or its suppliers. Notwithstanding any other provision of this Attachment or the Agreement, the above indemnity obligations will survive any termination or suspension of WebEx, the expiration or termination of the Agreement, and will also survive final payment and will not be subject to any limitation on liability of any kind.

6. Disclaimers: CenturyLink and its third party suppliers and their affiliates disclaim: (i) all consequential, special, punitive, incidental, and indirect damages and (ii) all warranties (express or implied), except for those warranties expressly provided for in this Attachment or the Agreement.

7. International Sale of Goods, Export and Import Control Laws and Regulations: The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. Customer acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including WebEx and the Software. Without limiting the foregoing, Customer understands that WebEx and the Software are each an "encryption item" subject to controls under the Export Administration Regulations promulgated by the U.S. Department of Commerce. Customer agrees that it will not export or re-export WebEx or the Software in any form in violation of the export laws of the United States or any foreign jurisdiction. Customer will defend, indemnify, and hold harmless CenturyLink and its suppliers from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

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8. Governmental Agencies: Use of WebEx and the Software by the United States Government or other governmental agencies will be as "restricted computer software" or "limited rights data" as set forth in "Rights in Data - General" at 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7015, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government other than under normal commercial licensing terms and conditions.

9. Billing Terms: Recurring monthly charges are billed in equal monthly installments in advance for the upcoming month. Customer is liable for the full term charge for WebEx regardless of Agreement expiration or termination date.

10. Billing Terms for Committed Minutes: For each WebEx order based on a minimum committed level of usage, Customer is liable for the greater of such minimum commitment or six months' charge, regardless of Agreement expiration or termination date. Any minutes purchased that remain unused by Customer at the end of each month of the commitment period will be forfeited with no credit or refund to Customer. If Customer's usage exceeds the level set forth in a particular tier, excess minutes will continue to be charged at the same rate, but Customer may adjust its commitment upward at any time by providing CenturyLink with written notice and receive the benefit of the lower price. Fees payable by Customer for overage amounts will be invoiced monthly, in arrears, on the basis of minutes of use. Customer may not decrease its minutes of use during a term. Customer may decrease its minutes of use in a new term by providing CenturyLink with written notice 90 days before the conclusion of the existing term.

11. Named Host Licenses: As such term in used in this Attachment, a "Named Host" is any host who may host an unlimited number of meetings using the service.

As such term is used in this Attachment, "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named Host, that may be in a meeting occurrence at the same time.

Each meeting must be hosted by a Named Host and may include no more than the above-listed maximum number of meeting participants, including the Named Host.

Any meeting created by a Customer Named Host that exceeds its authorized limit of attendees as Customer selected in the Charges section, will be subject to overage fees.

Named Host accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named Host account is assigned. The identification of Named Hosts must be unique to an individual and may not be of a generic nature. Customer will identify those employees assigned to Named Host accounts on the "Manage Hosts" list (the "List"). The List will be maintained by the site administrator, who will update the List so that it is current at all times.

Named Hosts may not combine with other Named Hosts or otherwise expand meetings scheduled by a Named Host to allow more than the Maximum Meeting Participants.

There may be only one user/employee assigned to a Named Host license. Named Host licenses cannot be shared among multiple individuals and separate Named Host licenses must be purchased for each individual.

Customer is at all times responsible for monitoring and maintaining the use of the Named Host licenses within the forgoing parameters, and the Customer will indemnify CenturyLink and its suppliers if a claim is brought or damages are incurred due to Customer's misuse of the Named Host license. A Named Host designation may not be transferred to another Customer employee except upon: (i) termination of the Named Host's employment with Customer, or (ii) in all other instances, with CenturyLink's and, if applicable, its supplier's express prior written approval.

11. Term/Renewal/Cancellation: WebEx will commence on the service commencement date indicated on an Order Form and continue for 12 months thereafter, with 12 month renewal terms continuing indefinitely thereafter until terminated by a party. Either party may cancel WebEx at the end of a term by providing written notice to the other party of such termination at least 90 days prior to the end of such term. If Customer cancels WebEx for Convenience, Customer will pay CenturyLink a Cancellation Charge equal to 100% of the WebEx charges that Customer would have paid to CenturyLink for the remainder of the current term, because CenturyLink's vendor does not allow CenturyLink to cancel Service during a term and CenturyLink would be required to reimburse its vendor for the entire term. Customer must follow the Service termination notice process as outlined in the Agreement.

12. Charges: Customer will pay CenturyLink the rates and charges set forth below. Only the items with specific rates included apply and reflect what Customer is initially ordering. Charges will commence on the service commencement date indicated on an Order Form. If Customer later wishes to add another type of WebEx or increase the levels within its existing type of WebEx, an amendment signed by both parties will be required to make those changes. Each meeting invitation will indicate whether the call is VoIP or not. Calls cannot be a combination of VoIP and non-VoIP. VoIP charges are as indicated below. Non-VoIP charges are either CenturyLink's Reservationless Audio Conferencing charges or audio conferencing charges from the Customer's audio conferencing provider.

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MASTER PRICE AGREEMENT
CONFERENCING SERVICE EXHIBIT
CISCO WEBEX WEB CONFERENCING SERVICE ATTACHMENT ("Attachment")

PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

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MASTER PRICE AGREEMENT
HOSTED IVR (MINUTES OF USE)
SERVICE EXHIBIT

1. General; Definitions. CenturyLink QCC will provide Hosted IVR Service ("IVR" or "Service") under the terms of the Agreement and this Service Exhibit. Capitalized terms not defined herein are defined in the Agreement and any technical terms used herein will be defined as commonly understood in the industry.
"Acceptance" means Customer agrees that CenturyLink has provided the Final Deliverable and may begin billing for the Service, and Customer will pay for the Service.

"ACD" means Automatic Call Distribution.

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

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

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

"CTI" means Computer Telephone Integration.

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

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

"Customer Forecast" means Customer's forecast for each month in the 12-month period following Acceptance of (a) the minutes of use volume, (b) day and hour peak periods, (c) business days in the month, (d) total IVR time, (e) the number of toll-free numbers Customer will use with the Service, (f) maximum simultaneous calls, and (g) simultaneous call limit, if applicable.

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

"Designated Charges" means MRCs, NRCs and per minute usage charges for (a) IVR Basic Components and Application Services listed in the Pricing Attachment; and (b) CenturyLink professional services purchased under a SOW.

"DTMF" means dual tone multi-frequency.

"Eligible MRCs" means Minutes of Use for DTMF and Speech Recognition.

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

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

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

"IVR Monthly Subscription" consists of either 2,000 minutes of use of production IVR DTMF Virtual Ports or 1,000 minutes of use of production IVR Speech Recognition Virtual Ports to be used only with CenturyLink 8XX services.

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

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

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

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

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

"Renewal Term" means consecutive one year terms.

"SLA" means the IVR Platform Service Level Agreement posted at http://www.centurylink.com/legal/sla.html.

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

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

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

"UAT" means User Acceptance Testing.

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

"WAS" means web application server.

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

2. Service. IVR is an interactive voice response and speech recognition platform that integrates with customer applications, developed using the industry standard Voice XML programming language. The Hosted IVR minutes of use Service must be used with CenturyLink domestic 8XX service.

2.1 IVR Basic Components.

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

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

2.2 Service Component Descriptions.

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

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

(c) Call Recording Redaction. This feature provides the ability to remove data from a call recording file to enhance the protection of sensitive data. Redaction is achieved by routing the call recording through the redaction engine that analyzes the conversation and removes the sensitive data replacing it with meaningless data. Standard options are available for certain financial, social security, and PIN information. However, custom scripts can be built to meet specific customer situations. Customization incurs additional expenses and is subject to the applicable SOW. This feature is subject to the End-User Agreement at http://www.centurylink.com/legal/CCS_CR_EULA.pdf.

(d) Call Recording Advanced Analytics. This feature provides the ability to perform advanced analysis of a call following the completion of the call recording. It can be used to identify trends, emotions, behavior patterns and added detail to better enable the analysis of an interaction. This feature is subject to the End-User Agreement at http://www.centurylink.com/legal/CCS_CR_EULA.pdf.

(e) ACD Connect. ACD Connect is a feature available with Service that gives it the ability to communicate with a variety of PBX's or ACD's that sit on Customer's premises. If Customer premises PBX or ACD is compatible, CenturyLink will provide the ACD Connect platform and software connectivity to communicate with Customer's premises PBX or ACD.

(f) CTI (Computer Telephony Integration). This feature allows use of the CenturyLink CTI engine in conjunction with ACD Connect to deliver specific call related information to the agent computer screen simultaneously with the telephone call.

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

2.4 Dedicated IVR Application. If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer's IVR Application in the Dedicated IVR Application environment. All rights in the Dedicated IVR Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Dedicated IVR Application environment. Customer must purchase CenturyLink professional services under the SOW to develop all applications to be installed within the Dedicated IVR Application environment. The charges for such services are provided in the SOW. Customer will have the ability to securely upload and download specified data to the Dedicated IVR Application environment in a method defined in the SOW. Customer has the option to

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utilize an external data source. A secure connection will be required between the CenturyLink Dedicated IVR Application and Customer's external data source as described in the CenturyLink Internet Port for IVR section below.

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

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

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

2.5.3 Application Support. Post production application support can be purchased for IVR Applications developed by CenturyLink or its agents, as defined and agreed to by the parties in the SOW. CenturyLink or its agents will provide technical assistance and professional services for Application Incidents on IVR Applications outside of the 30-Day Warranty Period. Customer must provide CenturyLink access to any Customer provided WAS where the CenturyLink IVR Application may reside. If CenturyLink spends time isolating problems to an IVR Application that has been modified by Customer, its agents, representatives, or any third party; (a) application support may not apply; and (b) Customer may be charged for such effort at the IVR Application Support Services Hourly Rate.

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

2.6.1 Ownership; Grant of License.

(a) Customer Content. Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to CenturyLink a Customer Content License. As a part of Customer's other indemnification obligations under the Agreement, Customer hereby indemnifies and will defend and hold harmless CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding arising out of or relating to the ownership in or the use or exploitation of the Customer Content by CenturyLink, including, without limitation, any claim relating to the violation of any third party's trademark, copyright, patent, trade secret or other proprietary or personal right(s).

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

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

(d) Third Party Materials. The Services may be in support of, or the Work Product may contain, certain Third Party Materials including, without limitation, speech recognition functionality. All right, title and interest in the Third Party Materials, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are exclusively reserved by CenturyLink, CenturyLink's licensors and the licensor's suppliers. No right, title or ownership of or related to the Third Party Materials is or will be transferred to Customer under this Service Exhibit except to the extent a manufacturer or licensor permits the pass-through

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and assignment of license rights. In such cases, CenturyLink will pass-through and assign to Customer all applicable license rights permitted by the manufacturer or licensor of the applicable Third Party Materials. Any costs of such assignment will be borne by Customer. CenturyLink makes no warranties and will have no responsibility whatsoever, including any obligation to indemnify, as to Third Party Materials. A breach of such license by Customer will be a breach of the Agreement.

(e) ACD Connect. Software connectivity will not be customized for Customer and no code changes are permitted. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or improperly installing, modifying, or administering the Customer premises ACD.

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

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

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

2.6.3 Minutes of Use Charges. Customer will be billed minutes of use charges as set forth in the Pricing Attachment. The total number of minutes for each call will be calculated (a) from when a call first connects to Customer's IVR Application through the IVR Platform until the IVR Platform disconnects from the Customer's IVR Application; and (b) when a call is in network queue (applicable to ICP solutions only).

2.6.4 Bridging. Bridging provides the ability to keep the IVR Application active when a call is transferred to another location. Calls are considered bridged when the call is answered. A second port will be used to bridge the call and both ports will remain in the call flow for the duration of the bridged portion of the call.

2.6.5 Customer Forecast. Customer's IVR Order Form must include a Customer Forecast. The IVR Platform will support the maximum simultaneous calls defined in the Customer Forecast. If the maximum simultaneous calls exceed the Customer Forecast, the calls will not be processed, or callers may receive a fast busy signal until a port becomes available. The Customer Forecast will apply for each 12-month period during the Term of the Service, unless Customer notifies CenturyLink in writing of a change to the Customer Forecast. If Customer anticipates an increase of 25% or more in the Customer Forecast, Customer must notify their CenturyLink account team in writing at least 60 days prior to such increase andsubmit an order to increase maximum simultaneous call capacity. If CenturyLink determines, in its sole discretion, that it will be unable to provide sufficient capacity for such Customer Forecast increase, then CenturyLink will reject the requested increase and so notify Customer within 10 days of receipt of notice from Customer. CenturyLink will notify Customer when it has determined, in its sole discretion, the date on which it will be able to provide capacity for the Customer Forecast increase. The SLA will only apply to calls that do not exceed the last CenturyLink accepted Customer Forecast increase for the affected IVR.

2.6.6 Reporting. IVR Platform reporting is available in summary and detailed formats on a secure Web site that Customer accesses through a standard web browser with separately purchased Internet access. Data can be retrieved in various time increments up to the latest12 months.

2.6.7 Platform Upgrades. CenturyLink is responsible for maintaining the IVR platform and network. Upgrades to the IVR platform and network may require changes or updates to Customer's application code. If Customer requests an upgrade prior to CenturyLink's scheduled release, Customer will be solely responsible for all charges associated with such updates to Customer's application code.

2.6.8 CenturyLink Internet Port for IVR. If Customer chooses to host the database, WAS or associated equipment outside of the CenturyLink IVR Application environment and uses CenturyLink IQ® Networking Internet Ports to connect their database, WAS or

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

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

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

2.6.11 Compliance with Laws.

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

(b) Recording of Conversations. CenturyLink's IVR offering is certified as a PCI compliant application. As such, CenturyLink requires that Customer not retain financial Personal Identification Number (PIN) or security code information beyond the completion of the active call in which it is communicated. Additionally, Customer agrees that it will comply with all federal and state laws regarding the recording of conversations, including Minnesota Revised Statute, § 325E.64. As a part of Customer's other indemnification obligations under the Agreement, Customer must defend and indemnify CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates; from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding stemming from or relating to Customer's recording of any aspect of a conversation that includes social security numbers or credit, debit or stored-value card numbers, or bank account information or its wrongful recording of associated PINs or security codes.

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

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

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. CenturyLink will begin billing upon Acceptance of Service. The Net Rate MRCs and per call charges will be used to calculate Contributory Charges. The rate per minute for minutes of use of IVR Virtual Ports and Text to Speech Modules do not include Customer's charges for voice services used by Customer's callers to access the IVR Platform and to bridge to Customer's call center. Those voice services are offered under a separate agreement. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit. 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

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valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.centurylink.com/taxes.

4.1 IVR Revenue Commitment. Customer's Designated Charges during each consecutive Annual Period of the Term must equal or exceed $6,000 ("IVR Revenue Commitment"). Designated Charges will not include any other charges (e.g. Taxes or local loop charges). If Customer's Designated Charges hereunder for such Annual Period are less than the IVR Revenue Commitment, Customer will pay to CenturyLink: (a) all accrued but unpaid MRCs, NRCs, usage and other charges during such Annual Period; and (b) the difference between the Designated Charges during such Annual Period and the IVR Revenue Commitment for such Annual Period.

5. **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 Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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MASTER PRICE AGREEMENT
HOSTED IVR (MINUTES OF USE)
SERVICE EXHIBIT

PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

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MASTER PRICE AGREEMENT
HOSTED IVR (VIRTUAL PORTS)
SERVICE EXHIBIT

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"CTI" means Computer Telephone Integration.

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

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

"DTMF" means dual tone multi-frequency.

"Eligible MRCs" means MRCs for IVR Virtual Ports for DTMF and Speech Recognition, IVR Text to Speech Module, and IVR Speech Dialogue Module.

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

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

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

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

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

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

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

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

"Renewal Term" means consecutive one year terms.

"SLA" means the IVR Platform Service Level Agreement posted at http://www.centurylink.com/legal/sla.html.

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

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

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

"UAT" means User Acceptance Testing.

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

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"WAS" means web application server.

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

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

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

2.2 Service Component Descriptions.

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

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

(c) Call Recording Redaction. This feature provides the ability to remove data from a call recording file to enhance the protection of sensitive data. Redaction is achieved by routing the call recording through the redaction engine that analyzes the conversation and removes the sensitive data, replacing it with meaningless data. Standard options are available for certain financial, social security, and PIN information. However, custom scripts can be built to meet specific customer situations. Customization incurs additional expenses and is subject to the applicable SOW. This feature is subject to the End-User Agreement at http://www.centurylink.com/legal/CCS_CR_EULA.pdf.

(d) Call Recording Advanced Analytics. This feature provides the ability to perform advanced analysis of a call following the completion of the call recording. It can be used to identify trends, emotions, behavior patterns and added detail to better enable the analysis of an interaction. This feature is subject to the End-User Agreement at http://www.centurylink.com/legal/CCS_CR_EULA.pdf.

(e) ACD Connect. ACD Connect is a feature available with Service that gives it the ability to communicate with a variety of PBX's or ACD's that sit on Customer's premises. If Customer premises PBX or ACD is compatible, CenturyLink will provide the ACD Connect platform and software connectivity to communicate with Customer's premises PBX or ACD.

(f) CTI (Computer Telephony Integration). This feature allows use of the CenturyLink CTI engine in conjunction with ACD Connect to deliver specific call related information to the agent computer screen simultaneously with the telephone call.

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

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

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

2.5.1 Custom Application. At Customer's request, CenturyLink will develop a custom IVR Application to Customer's specifications. The details and charges for the custom IVR Application development are provided in the SOW. CenturyLink will: (a) perform the

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

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

2.5.3 Application Support. Post production application support can be purchased for IVR Applications developed by CenturyLink or its agents, as defined and agreed to by the parties in the SOW. CenturyLink or its agents will provide technical assistance and professional services for Application Incidents on IVR Applications outside of the 30-Day Warranty Period. Customer must provide CenturyLink access to any Customer provided WAS where the CenturyLink IVR Application may reside. If CenturyLink spends time isolating problems to an IVR Application that has been modified by Customer, its agents, representatives, or any third party; (a) application support may not apply; and (b) Customer may be charged for such effort at the IVR Application Support Services Hourly Rate.

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

2.6.1 Ownership; Grant of License.

(a) Customer Content. Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to CenturyLink a Customer Content License. As a part of Customer's other indemnification obligations under the Agreement, Customer hereby indemnifies and will defend and hold harmless CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding arising out of or relating to the ownership in or the use or exploitation of the Customer Content by CenturyLink, including, without limitation, any claim relating to the violation of any third party's trademark, copyright, patent, trade secret or other proprietary or personal right(s).

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

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

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

(e) ACD Connect. Software connectivity will not be customized for Customer and no code changes are permitted. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or improperly installing, modifying, or administering the Customer premises ACD.

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

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

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

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

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

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

2.6.6 Reporting. IVR Platform reporting is available in summary and detailed formats on a secure Web site that Customer accesses through a standard web browser with separately purchased Internet access. Data can be retrieved in various time increments up to the latest 12 months.

2.6.7 Platform Upgrades. CenturyLink is responsible for maintaining the IVR platform and network. Upgrades to the IVR platform and network may require changes or updates to Customer's application code. If Customer requests an upgrade prior to CenturyLink's scheduled release, Customer will be solely responsible for all charges associated with such updates to Customer's application code.

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

2.6.9 Customer Hosted Equipment. If Customer is not using a CenturyLink IVR Application, Customer must provide all equipment necessary to maintain and operate the application services including but not limited to the WAS, database and all applicable software, including, without limitation, virtual private network software for the two way transfer of data between the Customer WAS environment and the CenturyLink IVR Platform. Upon request, CenturyLink will provide Customer recommended WAS and database configurations. Customer will be solely responsible for the installation, operation, maintenance, use and compatibility with the Service of any equipment

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or software not provided by CenturyLink. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service: (a) Customer will nonetheless be liable for payment for all Service provided by CenturyLink and (b) any service level agreement generally applicable to the IVR Platform or CenturyLink IQ Networking Internet Port will not apply.

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

2.6.11 Compliance with Laws.

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

(b) Recording of Conversations. CenturyLink's IVR offering is certified as a PCI compliant application. As such, CenturyLink requires that Customer not retain financial Personal Identification Numbers (PIN) or security code information beyond the completion of the active call in which it is communicated. Additionally, Customer agrees that it will comply with all federal and state laws regarding the recording of conversations, including Minnesota Revised Statute, § 325E.64. As a part of Customer's other indemnification obligations under the Agreement, Customer must defend and indemnify CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates; from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding stemming from or relating to Customer's recording of any aspect of a conversation that includes social security numbers or credit, debit or stored-value card numbers, or bank account information or its wrongful recording of associated PINs or security codes.

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

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

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. CenturyLink will begin billing upon Acceptance of Service. The Net Rate MRCs and per call charges 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. 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.

4.1 IVR Revenue Commitment. After the third month of the Initial Term, as defined in the Term Section of this Service Exhibit, Customer's Designated Charges during each consecutive month of the Term must equal or exceed $500 ("IVR Revenue Commitment"). Designated Charges will not include any other charges (e.g. Taxes or local loop charges). If during any month after the third month of the Term, Customer's Designated Charges hereunder for such month are less than the IVR Revenue Commitment, Customer will pay to CenturyLink: (a) all accrued but unpaid MRCs, NRCs, usage and other charges during such month and (b) the difference between the Designated Charges during such month and the IVR Revenue Commitment for such month.

5. 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 Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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MASTER PRICE AGREEMENT
HOSTED IVR (VIRTUAL PORTS)
SERVICE EXHIBIT

PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

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MASTER PRICE AGREEMENT
CENTURYLINK® INTERACTION ROUTING
SERVICE EXHIBIT

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

"CenturyLink Contact Center" means the CenturyLink services offered under the CenturyLink Contact Center Solutions family of services.

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

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

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

"CTI" means Computer Telephone Integration.

"Customer Content" means any materials, creative content, tools, inventions, specifications, methodologies, discoveries, works of authorship, methods of operation, systems, processes or designs, whether reduced to practice and whether patentable supplied by Customer to CenturyLink in connection with this Service Exhibit.

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

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

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

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

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

"SLA" means the Interaction Routing Service Level Agreement posted at http://www.centurylink.com/legal/docs/I-Routing-Platform_SLA.pdf.

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

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

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

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

2. Service.

2.1 Description.

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

(a) Quick Launch Agents are inbound agents using standard hunt groups for call routing. Agents are grouped by primary function (i.e. customer service, sales, billing, etc.) There are no skills, preferences, or business rules available in this group.

(b) Skills Based Agents are inbound agents that are grouped by skill group. This group includes all the capabilities of Quick Launch Agents plus skills and business Rules. Agents can have multiple skills and preferences (levels) within each skill group. Calls are routed based on the skill of the agent anticipated to handle the call. Call routing can also include business rules. This incorporates items like performance, account status, etc. to be added to the routing strategies.

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

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

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

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

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

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

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

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

2.1.10 Agent Desktop supports agent and supervisory functionality. This application is located within the CenturyLink environment and is a thin client application. It can be modified to Customer's specific requirements. The details and charges for such modifications will be provided in a SOW. An Agent Desktop MRC will apply for each Concurrent Agent utilized.

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

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

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

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

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

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

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

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

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

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

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

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

2.1.18 Call Recording Redaction is the ability to remove data from a call recording file to enhance the protection of sensitive data. Redaction is achieved by routing the call recording through the redaction engine that analyzes the conversation and removes the sensitive data, replacing it with meaningless data. Standard options are available for certain financial, social security, and PIN information. However, custom scripts can be built to meet specific customer situations. Customization incurs additional expense and is subject to the applicable SOW. This feature is subject to the End-User Agreement at http://www.centurylink.com/legal/CCS_CR_EULA.pdf.

2.1.19 Call Recording Advanced Analytics is the ability to perform advanced analysis of a call following the completion of the call recording. It can be used to identify trends, emotions, behavior patterns and added detail to better enable the analysis of an interaction. This feature is subject to the End-User Agreement at http://www.centurylink.com/legal/CCS_CR_EULA.pdf.

2.1.20 Call Recording Screen Capture is the ability to capture a recording of the agent screen interactions during a customer interaction. This will retain all changes that occur on the agent screen during the transaction and can be combined with Call Recording to provide a full analysis of the customer interaction. This requires a screen capture software widget to be installed on each agent's physical desktop to retain the data and then upload to the screen capture application.

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

2.2.1 Ownership; Grant of License.

(a) Customer Content. Customer Content will remain the sole and exclusive property of Customer. No copyrights, patents, trademarks or other intellectual property rights will be transferred from Customer to CenturyLink with respect to any of the Customer Content except that Customer will grant, and hereby does grant, to CenturyLink a Customer Content License. As a part of Customer's other indemnification obligations under the Agreement, Customer hereby indemnifies and will defend and hold harmless CenturyLink and its affiliates, and the officers, directors, employees and agents of CenturyLink and its affiliates from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding arising out of or relating to the ownership in or the use or exploitation of the Customer Content by CenturyLink, including, without limitation, any claim relating to the violation of any third party's trademark, copyright, patent, trade secret or other proprietary or personal right(s).

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

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

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

(e) Restrictions on Use. Customer is expressly prohibited from, and will use all reasonable security precautions to prevent, by its own employees, agents and representatives or any third party from: (i) modifying, porting, translating, localizing, or creating derivative works of the CenturyLink Content or Third Party Materials; (ii) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the CenturyLink Content or Third Party Materials by any means whatever, or disclose any of the foregoing; (iii) selling, leasing, licensing,

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sublicensing, copying, marketing or distributing the CenturyLink Content or Third Party Materials; or (iv) knowingly taking any action that would cause any CenturyLink Content or Third Party Materials to be placed in the public domain. The CenturyLink Content and Third Party Materials are protected by the intellectual property laws of the United States and other countries and embody valuable confidential and trade secret information of CenturyLink, CenturyLink's licensor or its suppliers. Customer will hold the CenturyLink Content and Third Party Materials in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Service Exhibit. Customer agrees that the licensor of Third Party Materials and its suppliers are intended third party beneficiaries of the provisions in this Restrictions on Use section. This provision will survive cancellation of this Service Exhibit or the Agreement.

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

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

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

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

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

2.2.6 Application and Platform Support.

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

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

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CenturyLink Account Team. Requests for emergency changes to configuration and routing may be made through the break/fix support team. Additional charges may apply.

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

2.2.8 Compliance with Laws.

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

(b) Recording of Conversations. CenturyLink's Interaction Routing offering is certified as a PCI compliant application. As such, CenturyLink requires that Customer not retain financial Personal Identification Numbers (PIN) or security code information beyond the completion of the active call in which it is communicated. Additionally, Customer agrees that it will comply with all federal and state laws regarding the recording of conversations, including Minnesota Revised Statute, § 325E.64. As a part of Customer's other indemnification obligations under the Agreement, Customer must defend and indemnify CenturyLink and its affiliates; and the officers, directors, employees and agents of CenturyLink and its affiliates; from and against all liabilities, damages, losses, costs or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in connection with any actual or threatened claim, suit, action or proceeding stemming from or relating to Customer's recording of any aspect of a conversation that includes social security numbers or credit, debit or stored-value card numbers, or bank account information or its wrongful recording of associated PINs or security codes.

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

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

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

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. The MRCs will be used to calculate Contributory Charges. 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. 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.

5. 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 Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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MASTER PRICE AGREEMENT
CENTURYLINK® INTERACTION ROUTING
SERVICE EXHIBIT

PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

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MASTER PRICE AGREEMENT
CENTURYLINK® METRO DARK FIBER SERVICE – LEASE (NORTH AMERICA)
SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders CenturyLink Metro Dark Fiber Service - Lease (North America) ("Metro Dark Fiber Service") on a lease basis in North America and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink provides services to Customer (the "Agreement"). The Services will be provided by Level 3 Communications, LLC, an affiliate of CenturyLink Communications, LLC ("CenturyLink"). Level 3 Metro Dark Fiber Service - Lease (North America) may be designated as (3)Link℠ Dark Fiber Service in customer orders, order acceptance, service delivery, billing and related documents. CenturyLink may subcontract any or all of the work to be performed under this Service Schedule.

2. Definitions. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

"Acceptance Date" means the date when Customer delivers (or is deemed to have delivered) notice of acceptance of a Connection Notice with respect to a Segment in accordance with Section 9.

"Cable" means the high fiber count fiber optic cable owned by CenturyLink.

"Costs" means the actual direct costs paid or payable in accordance with the procedures generally used by CenturyLink in billing third parties for reimbursable projects, including the following: (A) the direct costs and out-of-pocket expenses on a direct pass-through basis, plus (B) 30% of the amount set forth in (A) above for project planning expenses and internal labor costs, including wages, salaries, benefits and overhead of CenturyLink's personnel.

"Customer Commit Date" or "CCD" means the date that the Metro Dark Fiber Service will be available to Customer as set forth in the Customer Welcome Letter, subject to force majeure events.

"Customer Fibers" means the number of fibers set forth in a Customer Order to be specifically identified in the Cable between the Segment End Points for a particular Segment.

"Dark Fiber" means fiber provided without electronic and/or optronic equipment and which is not "lit" or activated.

"Governmental Authority" means any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including courts, public utilities and sewer authorities.

"Installation Fee" means the non-recurring charge for the provisioning of the Customer Fibers for Customer's use.

"Lateral Segment" means a Segment that connects the metropolitan backbone of the CenturyLink System to a location where CenturyLink has already completed construction at the time of Customer's request.

"Lease Fee" means the fee specified in a Customer Order.

"CenturyLink System" means CenturyLink's multi-conduit fiber optic communications system.

"Loop" means a group of Segments as delineated in a Customer Order.

"Person" means any natural person, corporation, partnership, limited liability company, business trust, joint venture, association, company or Governmental Authority.

"Riser Segment" means a Segment that connects a Lateral Segment within a building to another location within the same building for which CenturyLink has completed construction at the time of request by Customer.

"Segment End Point Facilities" means such facilities (including gateways, synergy sites and terminal facilities but excluding regeneration facilities and opamp facilities) which are owned, leased or otherwise used by CenturyLink to accommodate or house switch equipment, fiber optic transmission and/or associated ancillary equipment to serve as a switch terminal, transport concentrator, hub terminal or junction.

3. System Route.

3.1 For each Customer Order executed by the parties, the CenturyLink System will connect the points identified on such Customer Order (each point in a Customer Order is called a Segment End Point, the route between the applicable Segment End Points is called a Segment). The CenturyLink System will include the Lateral Segments and Riser Segments (each of which will be considered a Segment for purposes hereof), if any, identified in each Customer Order.

3.2 Occupancy by Customer in any Segment End Point Facility will be subject to the execution of a Customer Order pursuant to the Service Schedule for CenturyLink Colocation Service under the Agreement.

4. Grant. As of the Lease Effective Date for each particular Segment of Customer Fiber delivered by CenturyLink to Customer hereunder, CenturyLink grants to Customer, and Customer acquires from CenturyLink, a lease ("Lease") to use, for the purposes described herein, the Customer Fibers as described in each Customer Order.

5. Fees.

5.1 Customer will pay the Installation Fee set forth in a Customer Order within five days of the execution of the Customer Order.

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5.2 Customer will pay the Lease Fee set forth in a Customer Order. The Lease Fee will be due on the Acceptance Date for each Segment and monthly (in advance, on the first day of each month) thereafter during the Lease Term. If the Acceptance Date occurs other than the first day of the month, then the first and final payment of the Lease Fee will be prorated. The Lease Fee will be due and payable in full, and Customer will have no right of offset or deduction with respect to any Lease Fee (or portion thereof) due hereunder.

5.3 Except for the Installation Fee, which will be due and payable no later than five days after the execution of a Customer Order, CenturyLink will send Customer invoices for payments of the Lease Fee and all other sums, costs, fees and expenses owed by Customer to CenturyLink hereunder, and Customer will pay such invoiced amounts in accordance with the Agreement.

6. Term and Early Termination.

6.1 The term for the Lease with respect to each Segment will commence on the first day when both (A) the Acceptance Date with respect to the Customer Fibers within a Segment has occurred and (B) CenturyLink has received payment of the Lease Fee for the first month (or portion thereof) with respect to such Segment then due to CenturyLink hereunder (the "Lease Effective Date"), and will expire on the date identified in the Customer Order (provided that the term of the Lease will not exceed 60 months for any Segment) (the "Lease Term"). Notwithstanding any Agreement Term set forth in the Agreement, the Agreement Term with respect to Metro Dark Fiber Service only will continue for the Lease Term.

6.2 Upon the expiration or termination of the Lease Term respecting a Segment as provided in this Service Schedule, all rights to the use of the Customer Fibers therein shall revert to CenturyLink without reimbursement of any of the Lease Fee or other sums, costs, fees or expenses previously made with respect thereto.

6.3 This Service Schedule will become effective on the Service Schedule Effective Date and will terminate on the date when all the Lease of the Segments have expired or terminated (subject always to the default termination procedures of the Agreement), except that those provisions of this Service Schedule which are expressly provided herein to survive such termination will remain binding on the parties hereto.

6.4 Customer may terminate the Lease for any Segment before end of the Lease Term upon 30 days' prior written notice to CenturyLink (in a form reasonably requested by CenturyLink). If Customer terminates the Lease or if delivery of the Customer Fibers in a Segment is terminated due to a failure of Customer to comply with the terms of this Service Schedule or any Customer Order, Customer will pay CenturyLink a termination charge equal to the sum of:

A. the Installation Fee for the cancelled Lease, if not already paid; and

B. the percentage of the monthly Lease Fees for the terminated Lease calculated from the effective date of termination as (1) 100% of the remaining monthly Lease Fees that would have been incurred for the Lease for months 1-12 of the Lease Term, plus (2) 50% of the remaining monthly Lease Fees that would have been incurred for the Lease for months 13 through the end of the Lease Term.

This Section 6.4 will govern the termination by Customer of Dark Fiber ordered hereunder in lieu of any other termination for convenience provisions of the Agreement.

7. Required Rights.

7.1 CenturyLink will obtain and maintain in full force and effect for and during the Lease Term of each Segment all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively, the "Required Rights") that are necessary for CenturyLink to obtain in order to permit CenturyLink to construct, install and keep installed, and maintain the Customer Fibers within such Segment in accordance with this Service Schedule and to convey the Lease in the Customer Fibers to Customer and all other rights under this Service Schedule pursuant to the Lease. Customer will obtain and maintain in full force and effect for and during the Lease Term of each Segment all Required Rights that are necessary for Customer to obtain in order to use and operate the Customer Fibers.

7.2 To the extent CenturyLink is required under the terms and provisions of any Required Right to indemnify the grantor or provider thereof from and against any and all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the CenturyLink System, regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of such grantor or provider and its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Required Right, Customer hereby releases such grantor or provider from, and hereby waives, all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the CenturyLink System regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction, of such grantor or provider or its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Required Right.

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8. Lateral and Riser Segments.

8.1 Each Lateral Segment will be constructed from a point on the metropolitan backbone of the CenturyLink System to a demarcation point identified in a Customer Order.

8.2 Each Riser Segment will be constructed from a Segment End Point within a facility to another demarcation point within the same facility as identified in each Customer Order.

9. Acceptance Testing and Completion.

9.1 CenturyLink will test the Customer Fibers in accordance with the procedures and standards specified in **Exhibit A** ("Acceptance Testing"), and CenturyLink will provide Customer with a copy of such test results for each Loop, Segment, Lateral Segment or Riser Segment so that test results may be reviewed in a timely manner. Customer will be responsible for the timely completion of any work or installation required for it to place the Customer Fibers into operation (and Customer's failure to complete such work shall not be grounds for rejection of a Connection Notice).

9.2 Upon the successful completion of Acceptance Testing respecting the Customer Fibers within a Segment, Lateral Segment or Riser Segment, CenturyLink will provide a Connection Notice to Customer. Customer will, within three days of receipt of the Connection Notice, either accept or reject the Connection Notice (and Customer will be permitted to reject only if Customer specifies a material failure of the Customer Fibers to satisfy the requirements of this Service Schedule) by delivery of written notice to CenturyLink. If Customer rejects the Connection Notice, CenturyLink will promptly, and at no cost of Customer, commence to remedy the defect or failure specified in Customer's notice. Thereafter CenturyLink will again conduct Acceptance Testing and (if successfully completed) provide Customer a Connection Notice with respect to such Segment, Lateral Segment or Riser Segment. The foregoing procedure will apply again and successively thereafter until CenturyLink has remedied all defects or failures specified by Customer. Any failure by Customer to timely accept or reject a Connection Notice, or any use of the Customer Fibers by Customer for any purpose other than testing, will be deemed to constitute acceptance for purposes of this Service Schedule and Customer will be deemed to have delivered a notice of acceptance upon such use or on the third day after delivery of the Connection Notice.

10. Interconnection Points.

10.1 Customer will have the right to request that CenturyLink interconnect Customer's communications system with the Customer Fibers at the Segment End Points and such other points as are determined and designated by CenturyLink in its sole discretion as described in this Section 10 ("Interconnection Points"). Notwithstanding the foregoing, there will be no Interconnection Points in any portion of the CenturyLink System which transits Canada unless such interconnection can be accomplished in a fashion which, in CenturyLink's judgment, will not cause either CenturyLink or Customer to be in violation of applicable laws or regulations.

10.2 If Customer desires to cross-connect the Customer Fibers with other fibers provided by Customer or another carrier within a Segment End Point Facility, Customer will execute a separate cross-connection agreement as provided by CenturyLink. If Customer desires to install other fibers provided by Customer in a Segment End Point Facility, Customer will execute a separate fiber termination agreement. If Customer desires to interconnect the Customer Fibers with other fibers provided by Customer or another carrier at a location other than a Segment End Point Facility, Customer must comply with CenturyLink's then-current interconnection policies and guidelines. The fees associated with such interconnection and cross-connection will be specified in the then-current cross-connection agreement, fiber connection agreement and/or interconnection policies and guidelines.

10.3 Any additional work respecting the CenturyLink System or the Customer Fibers required by Customer and which is not otherwise set forth in the interconnection policies and guidelines or the fiber connection agreement, will be undertaken only by CenturyLink at Customer's request and will be performed within a reasonable amount of time consistent with industry accepted practices. Customer will reimburse CenturyLink for all Costs incurred in connection with such additional work, plus a management fee equal to 30% of such Costs.

10.4 Customer will have no right to perform work on or otherwise physically access the Customer Fibers or the CenturyLink System, except with the express permission and supervision of CenturyLink.

11. Operations.

11.1 Customer acknowledges and agrees that CenturyLink is not supplying nor is CenturyLink obligated to supply to Customer any optronic or electronic equipment or related facilities, all of which are the sole responsibility of Customer, nor is CenturyLink responsible for performing any work other than as specified in this Service Schedule.

11.2 Upon not less than 120 days' written notice from CenturyLink to Customer, CenturyLink may, at its option substitute for the "Operating Customer Fibers" (as defined below) within any Segment or Segments, or any portions thereof, an equal number of alternative fibers within such Segment or portion thereof, provided that in such event, such substitution (A) will be effected at the sole cost of CenturyLink; (B) will incorporate fiber meeting or exceeding the specifications set forth in **Exhibit A**, and be tested in accordance with the Acceptance Testing; (C) will not change any Segment End Points or other Interconnection Points; and (D) CenturyLink will use all reasonable good faith efforts to minimize any interruption in the operation of the Operating Customer Fibers. Substitution of Customer

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Fibers will not affect or extend the Lease Term with respect to the fibers so substituted. For purposes of the foregoing, "Operating Customer Fibers" will mean Customer Fibers which have been jumpered to Customer's space or equipment at a Segment End Point Facility. CenturyLink may substitute Customer Fibers which are not Operating Customer Fibers at any time during the Lease Term without notice to Customer (provided that, in the event CenturyLink has substituted the Customer Fibers, then at the time such Customer requests that its fibers be jumpered to its space or equipment, the substituted Customer Fibers will be tested in accordance with the provisions of this Service Schedule).

12. Maintenance and Relocation.

12.1 From and after the Lease Effective Date with respect to each Segment, the maintenance of the CenturyLink System within such Segment will be provided in accordance with the maintenance requirements and procedures set forth in **Exhibit B** at CenturyLink's sole cost and expense.

12.2 If CenturyLink is required to relocate any portion of the CenturyLink System, then CenturyLink will have the right to reasonably determine the extent and timing of such relocation, and any such relocation will incorporate fiber meeting or exceeding the specifications set forth in **Exhibit A** and be subject to Acceptance Testing. If and to the extent that a relocation is not the result of a failure by Customer to observe and perform its obligations under this Service Schedule, the costs of relocations of the CenturyLink System are included in the Lease Fee. Customer shall reimburse CenturyLink for CenturyLink's Costs (including Acceptance Testing and amounts paid to a relocating authority to avoid relocation) to the extent that such relocation is the result of a failure by Customer to observe and perform its obligations under this Service Schedule.

13. Taxes. All charges for Customer Fibers are net of Applicable Taxes (as defined below). Except for taxes based on CenturyLink's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Customer Fibers (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting CenturyLink with a valid exemption certificate (in a form reasonably acceptable to CenturyLink). CenturyLink will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by CenturyLink to Customer following CenturyLink's receipt of such exemption certificate.

14. Use of CenturyLink System.

14.1 Customer represents and warrants that it will use the Customer Fibers and the Lease hereunder in compliance with all applicable government codes, ordinances, laws, rules and regulations.

14.2 Subject to the provisions of this Service Schedule, Customer may use the Customer Fibers and the Lease for any lawful purpose. Customer acknowledges and agrees that it has no right to use any fibers, other than the Customer Fibers, included or incorporated in the CenturyLink System, and that Customer shall keep any and all of the CenturyLink System free from any liens, rights or claims of any third party attributable to Customer.

14.3 Customer will not use the Customer Fibers in a way which physically interferes in any way with or otherwise adversely affects the use of the fibers, cable or conduit of any other Person using the CenturyLink System.

14.4 Notwithstanding anything to the contrary in the Agreement, Customer covenants and agrees that Customer will not and that Customer will have no right to assign, sell, lease, sublease or transfer any right or interest in the Lease or the Customer Fibers. CenturyLink may enjoin Customer from any attempt to violate the provisions of this Section 14.4.

15. Insurance. Throughout the Lease Term, Customer will maintain reasonable and customary types and amounts of insurance, meeting all state requirements, with insurance companies authorized to transact business in the applicable state(s) where the Customer Fiber is located.

16. Representations and Warranties. Customer acknowledges and agrees that Customer's sole rights and remedies with respect to any defect in or failure of the Customer Fibers to perform in accordance with the specifications set forth in **Exhibit A** will be limited to the particular vendor's or manufacturer's warranty. If any maintenance or repairs to the CenturyLink System are required as a result of a breach of any warranty made by any manufacturers, contractors or vendors, CenturyLink will pursue all remedies against such manufacturers, contractors or vendors on behalf of Customer, and CenturyLink will reimburse Customer's costs for any maintenance Customer has incurred as a result of any such breach of warranty to the extent the manufacturer, contractor or vendor pays such costs.

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Exhibit A

(A) Metropolitan (Local Loop) Network Fiber Acceptance Testing Procedures and Standards

After CenturyLink has completed end-to-end connectivity on the fibers, bi-directional span testing will be performed. Loss measurements will be recorded using an industry-accepted laser source and a power meter. OTDR traces will be taken and splice loss measurements will be recorded and summarized on data sheets. Copies of all data sheets will be made available to Customer.

- The power loss measurements will be made at 1310 nm and 1550 nm, and performed bi-directionally.
- OTDR traces will be taken in both directions at 1310 nm and 1550 nm.
- The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

  Optical Cable with Single Mode Fiber
  (1) At 1310nm: (0.40 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.15 dB x number of splices).
  (2) At 1550nm: (0.30 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.15 dB x number of splices).

  Optical Cable with Negative Dispersion Single Mode Fiber
  (1) At 1310nm: (0.50 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.40 dB x number of splices).
  (2) At 1550nm: (0.25 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.25 dB x number of splices).

- Spans that do not include field splices will receive power meter testing only.
- Spans of high distances will be tested at 1550 nm only; the cutoff distance where only 1550 nm tests will be performed is approximately 50-60 km (the actual cutoff distance will be dependent upon the actual loss characteristics of the span, which itself is based upon the attenuation of the fiber and the number of splice points).
- If Customer places live traffic on the Customer Fibers before delivery (or Customer otherwise assumes control of the Customer Fibers), then the Customer Fibers shall be deemed acceptable without final testing and will require no testing or documentation for splices.
- Events close in proximity to a launch (connectors or splices in a building) will not be identified as events within the testing documentation. Rather, such events will be accounted for in the end-to-end loss budgets as described above.
- In addition, events based upon fiber-specific circumstances may cause fibers to be considered acceptable. In these instances, CenturyLink will provide background regarding the circumstances for the anomalous fibers.

Regarding fiber terminated at a Segment End Point Facility which is subsequently delivered to a Customer-owned optical termination panel in a colocation space, fiber testing will be conducted at the Segment End Point.

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Exhibit B
Maintenance Requirements and Procedures

Maintenance

Scheduled Maintenance. Routine maintenance and repair of the Customer Fibers ("Scheduled Maintenance") will be performed by or under the direction of CenturyLink, at CenturyLink's reasonable discretion. Scheduled Maintenance shall commence with respect to each Segment upon the Lease Effective Date.

Unscheduled Maintenance. Non-routine maintenance and repair of the Customer Fibers that is not included as Scheduled Maintenance ("Unscheduled Maintenance") will be performed by or under the direction of CenturyLink. Unscheduled Maintenance will commence with respect to each Segment upon the Lease Effective Date. Unscheduled Maintenance will consist of:

- "Emergency Unscheduled Maintenance" in response to an alarm identification by CenturyLink's Operations Center, notification by Customer or notification by any third party of any failure, interruption or impairment in the operation of fibers within the CenturyLink System, or any event imminently likely to cause the failure, interruption or impairment in the operation of fibers within the CenturyLink System.

- "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the CenturyLink System not covered by Scheduled Maintenance. Customer will immediately report the need for Unscheduled Maintenance to CenturyLink in accordance with reasonable procedures promulgated by CenturyLink from time to time. CenturyLink will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations Center

CenturyLink will operate and maintain an Operations Center ("OC") staffed 24 hours a day, seven days a week by trained and qualified personnel. CenturyLink's maintenance personnel will be available for dispatch 24 hours a day, seven days a week. CenturyLink will not be responsible for monitoring the performance or operation of the Customer Fibers. If Customer detects a failure in the operation of the Customer Fibers which may indicate the need for Unscheduled Maintenance, Customer will report same to CenturyLink's OC.

Planned Service Work Period

Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. The intent is to avoid jeopardy work during high-traffic periods.

Cooperation and Coordination

- In performing its services hereunder, CenturyLink will take workmanlike care to prevent impairment to the signal continuity and performance of the Customer Fibers. The precautions to be taken by CenturyLink will include notifications to Customer. In addition, CenturyLink will reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. If any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of Customer, then Customer will, at CenturyLink's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel will coordinate and cooperate with CenturyLink in performing such maintenance as required of CenturyLink hereunder.

- CenturyLink will notify Customer at least seven calendar days before the date in connection with any Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer will have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with CenturyLink's ability to perform its obligations under the Agreement. If Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, CenturyLink will notify Customer at CenturyLink's earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity.

Cable/Fibers

- CenturyLink will have its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within four hours after the time CenturyLink becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by force majeure events. CenturyLink will maintain a toll-free telephone number to contact personnel at the OC. CenturyLink's OC personnel will dispatch maintenance and repair personnel along the system to handle and repair problems detected in the CenturyLink System: (i) through the Customer's remote surveillance equipment and/or upon notification by Customer to CenturyLink, or (ii) upon notification by a third party.

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- CenturyLink will maintain sufficient capability to teleconference with Customer during Emergency Unscheduled Maintenance to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including the event of Emergency Unscheduled Maintenance, CenturyLink will use reasonable efforts to repair traffic-affecting discontinuity within four hours after CenturyLink's representative's arrival at the problem site. To accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. In such event, within 24 hours after completion of any such Emergency Unscheduled Maintenance, CenturyLink will commence its planning for permanent repair, and thereafter promptly will notify Customer of such plans, and will implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service will be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair will be scheduled for the next available PSWP.

- CenturyLink's representatives that are responsible for initial restoration of a cut cable will carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. CenturyLink will maintain and supply an inventory of spare cable in storage facilities supplied and maintained by CenturyLink at strategic locations to facilitate timely restoration.

Restoration

- CenturyLink will respond to any event giving rise to the need for Unscheduled Maintenance (in any event, an "Outage") as quickly as possible (allowing for delays caused by force majeure events) in accordance with the procedures set forth herein.

- When restoring a cut cable in the CenturyLink System, the parties will work together to restore all traffic as quickly as possible. CenturyLink, promptly upon arriving on the site of the cut, will determine the course of action to be taken to restore the cable and will begin restoration efforts. CenturyLink will splice fibers tube by tube or ribbon by ribbon or fiber buffer by fiber buffer, rotating between tubes, ribbons or buffers operated by the parties having an interest in the cable, including Customer and all future fiber users of the system (collectively, the "Interest Holders"); provided that, operating fibers (i.e., fibers which have been jumpered to Customer's or another party's space or equipment) in all buffer tubes or ribbons or fiber bundles will have priority over any non-operating fibers in order to allow transmission systems to come back on line; and provided further that, CenturyLink will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. Notwithstanding the foregoing, CenturyLink does not guarantee any specific rotational prioritization for Customer in light of the overriding requirement for expediency in restoration of services to all parties.

Facilities

Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of the Customer Fibers, none of which is included in the maintenance services to be provided hereunder.

Subcontracting

CenturyLink may subcontract any of the maintenance services hereunder; provided that CenturyLink will require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor will not relieve CenturyLink of any of its obligations hereunder.

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MASTER PRICE AGREEMENT
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 Scheduleincorporates 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.

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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 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 manufacturer's 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

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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.

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.

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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 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

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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, the 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

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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.

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.

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"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.

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MASTER PRICE AGREEMENT
CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY LUMEN
SERVICE SCHEDULE

ATTACHMENT 1

1. Access to Emergency Response Services.

WARNING **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 Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, assocated 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/HVIQSIP/911advisory.pdf.* ***Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.*** *Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.*

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 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).

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

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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/HVIQSIP/911advisory.pdf*.

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ATTACHMENT 2

LIMITED LETTER OF AGENCY
between
LEAUGE OF OREGON CITIES ("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.

LEAGUE OF OREGON CITIES
Customer Company Name

_____
Authorized Signature of Customer

_____
Print or Type Name

_____
Title

_____
Date

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MASTER PRICE AGREEMENT
CISCO HOSTED COLLABORATION SOLUTION
DELIVERED BY LUMEN
SERVICE SCHEDULE

PRICING ATTACHMENT

Refer to Attachment A for MASTER PRICE SCHEDULE

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MASTER PRICE AGREEMENT
CENTURYLINK[SM] COLLABORATION SERVICES (FORMER LEVEL 3)
SERVICE SCHEDULE

1. Applicability. This Service Schedule is applicable only when Customer orders CenturyLink[SM] Collaboration Services ("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"). Centurylink's Collaboration Services (Audio, Web & Video), may also be referred to as "Conferencing Services" or "Collaboration Services" in the Order, Order acceptance, service delivery, billing, and related documents. 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 Schedule are defined in the Agreement or Order.

2. Definitions.

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

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

"Chairperson/Subscriber" means end-user customer who acts as the moderator for a conference call.

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

"Dial-Out Conference" means the process whereby the Chairperson notifies conference call participants of the scheduled time of a conference call and a CenturyLink operator dials participants and connects them to the scheduled conference call.
.
"Hybrid Meeting" means a videoconferencing meeting incorporating both video and audio-only sites. This feature is not included in standard pricing for audio conferencing services, additional charges apply to a videoconferencing Hybrid Meetings.

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

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

"PostView®" means a digital recording and replay of a previously recorded audio conference call.

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

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

3. Service.

3.1 CenturyLink offers three types of Conferencing Services under this Service Schedule: Audio Conferencing, Web Conferencing and Videoconferencing. Rates and Charges for the Services, the initial Service Term for which they are ordered, any minimum usage Commitments and specific features requested by the Customer will be set out on the Order (which may also be referred to as the "Order Form") or pricing schedule. 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 CenturyLink.

3.2 The Services are made available to the Customer on a 24-hour, 7 days per week, 365 days a year basis by contacting CenturyLink Conferencing Call Center using the toll-free customer telephone number provided to Customer, or by email.

3.3 Notwithstanding anything to the contrary in the Agreement and except as otherwise set forth expressly in this Service Schedule, delivery of Service will be deemed acceptance by CenturyLink of the Order.

3.4 Customer agrees that during the Service Term of the Services, for any ordered Conferencing Service, CenturyLink will be used as its primary supplier of that type of conferencing service.

3.5 Customer agrees to allow CenturyLink to identify Customer as a customer or client in its marketing communications materials for any ordered Conferencing Service.

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3.6 Content Indemnification. Customer will indemnify, defend and hold CenturyLink, 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. CenturyLink reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.

3.7 Recording. Certain Services include a feature that allows users to record the contents of communications. Many states' laws prohibit recording the content of communications unless the individual recording the communication provides notice to, and obtains the consent of, all of the participants to the communication. While certain of the Services include a feature that is intended to provide notice to participants of a conference call when recording is initiated, ***it is the users' responsibility to obtain participants' consent to recording as required by applicable laws***. Customer will defend, indemnify and hold CenturyLink 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.

4. Minimum Usage and Billing.

4.1 If any of the rates or charges for Conferencing Services to be provided to Customer are conditional upon a specific monthly usage/volume commitment relating to the use by Customer of those Conferencing Services (a "Commitment"), the amount of that Commitment, as agreed with Customer, will be set out in the Order. Unless otherwise agreed in writing between the parties, Customer's payment of charges related to usage of Conferencing Services only will count towards satisfaction of the Commitment. No other charges, fees or amounts will contribute to the Commitment. In such circumstances, Customer agrees that if its payments for use or purchases of Conferencing Services should be less than the Commitment amount for the relevant period, Customer will pay CenturyLink a shortfall charge (the "Shortfall Charge") calculated in the following manner:

(a) in the case of a dollar (or other currency) based Commitment, an amount equal to the Commitment amount applying for the relevant period (i.e. month or year) less all usage charges (excluding taxes and surcharges) paid by the Customer for the Services during the applicable period; and

(b) in the case of a Commitment based on minutes of usage, an amount equal to the shortfall by which the Customer missed the Commitment amount, multiplied by the applicable per minute rate for the applicable Conferencing Service(s).

4.2 Customer agrees that the Commitment is a take or pay and that the Shortfall Charge provided for in this Section is a reasonable approximation of the benefit of CenturyLink's agreeing to provide Customer with the Service(s) at the agreed rates, and is not a penalty.

4.3 Billing. Charges for Conferencing Services provided under these terms and conditions may be invoiced by an affiliate of CenturyLink and such charges will be invoiced as follows:

(a) For US customers, all charges will be invoiced and payable (at Customer's option) in USD, GBP, EURO or CAD;

(b) For EU customers, all charges will be invoiced and payable (at Customer's option) in USD, GBP, or EURO;

(c) For Canadian customers, all charges will be invoiced and payable (at Customer's option) in USD or CAD; and

(d) For Customers in the Latin Americas region, all charges will be billed by CenturyLink or the affiliate that is a party to the Agreement with Customer under which the Services are provided; all charges will be invoiced and payable in USD unless otherwise agreed in writing between the parties or otherwise required by local law.

4.4 Customer is responsible for all charges respecting the Services, even if incurred as the result of unauthorized use.

5. Audio & Web Conferencing.

5.1 CenturyLink provides the following Audio and Web Conferencing Services:

(a) Ready-Access®. CenturyLink's subscription-based audio conference Service, offering shared-port, reservation-less, automated audio conference calls. Subscribers are assigned permanent access numbers and pass-codes to facilitate conference calls without operator involvement.

(b) Auto Event Call. An access method for reserved audio conference calls by which participants call into at least two toll or toll-free numbers and drop directly into conference in either a listen only or an interactive mode. This reservations-based Service is completely automated; an operator is available for technical difficulties. This Event Call type does not support a managed Q&A session or any of the other additional/enhanced features associated with audio conferencing.

(c) Event Express. A reservations-based audio conference Service. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. At least sixty percent (60%) of participants dial in to the Bridge and join the conference call in listen only mode, without the ability to actively participate. Remaining participants dial-in on a different number,

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are answered by a CenturyLink operator, placed into the conference call, and can actively participate in the call. A CenturyLink operator monitors the conference call and can conduct a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.

(d) **Event Call**. A high profile audio conference call, such as an earnings release. This call is accessible via toll or toll-free access and is fully operator-monitored. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. All participants are answered by a CenturyLink operator, placed into the conference call and can actively participate in the call. A CenturyLink operator monitors the conference call and conducts a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.

(e) **Event Call Dial-Out.** A high-profile audio conference call utilizing the CenturyLink operator to dial-out to all participants to connect them to the conference call. All additional/enhanced services associated with audio conferencing are supported on this call type.

(f) **Event Call Director.** An online tool providing enhanced conference control and management of an Event Call by enabling the meeting organizer to view live who has joined the call, view and manipulate the question and answer session, and chat with the conference operator.

(g) **CenturyLink Web Meeting.** A Ready-Access feature enabling the end-user customer to manage their meetings on-line, change account options, hold a Web conference to share presentations and applications with participants, record visual applications synchronized with the audio conference, and store files online.

(h) **XpressMeet for Microsoft Outlook® Calendar.** A Ready-Access feature that integrates CenturyLink audio and Web conferencing with the Microsoft Outlook® calendar. The Chairperson can create invitations in Outlook® that automatically include dial numbers and instructions for joining the audio conference and direct links for participants to join a Web conference and check their browser configuration prior to the meeting. **XpressMeet** also includes a Web Meeting button on the Chairperson's desktop that automatically logs them into the Web Meeting.

(i) **Ready-Access Record.** An on-demand Ready-Access feature that is fully integrated with Web Meeting. The Chairperson can start and stop the recording using telephone touch tone commands or select a button on the Web Meeting screen. Recordings are automatically synchronized with visual information presented in a Web conference and are stored online in an Archive management system. The Chairperson can email or place a URL link on the Internet/Intranet for participants to playback the file online using a Flash player. The Chairperson may also add access security codes, receive playback reports and download recordings to store them on their desktop.

5.2 CenturyLink will take all reasonable measures to provide port availability; however, CenturyLink may not be able to provide port availability in the shared port Ready-Access service. Availability is on a first-come, first-serve basis. Consistent monitoring of port utilization enables CenturyLink to proactively increase capacity to meet Customer demand.

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

		Ready-Access	**Automated Event**	**Express Event**	**Event Call**
CONFERENCE CALL COMPONENTS	Call Size	8, 16, 24, 35, 50, 60, 75, 96, or 150 lines	3 – 2500+	3 – 2500	3 – 2500+
	Operator Availability	Technical assistance	Technical assistance	100% Operator Monitored	100% Operator Monitored
	Reservation Confirmation		X	X	X
	Access with a Passcode	X		Partial	X
	Customized Introduction	Greeting*	Semi-Custom	Semi-Custom	Semi-Custom
	Dial in on a Toll Number	X	X	X	X
	Dial in on a Toll-free Number	X	X	X	X
	Enhanced Services Availability	X		X	X
	Listen-only Mode	Chair/Part. Controlled	X	X	X
	Music While on Hold	X	X	X	X

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		Ready-Access	Automated Event	Express Event	Event Call
	Operator Access	X	X	X	X
	Operator Dial Out	Chairperson	Partial	X	X
	Operator Greets All Callers			Partial	X
	Q&A Session Coordination			Selected Participants	X
	Roll Call	Automated		Partial	X
	Security Screening	Automated		Partial	X
	Standard Introduction			X	X
	Standing Reservation	X	X	X	X
	Web Meeting	X			
ADDITIONAL SERVICES (ADDITIONAL CHARGES APPLY)	CenturyLink Web Meeting**	X	X	X	X
	XpressMeet for Microsoft Outlook® Calendar	X			
	Participant Notification	(Scheduler)		X	X
	Communication Line			X	X
	Participant List (faxed or e-mailed)			Partial List	X
	Recording/Taping	(Record on demand)		X	X
	Conference Playback	X		X	X
	Taped Conference Rebroadcast			X	X
	Transcription			X	X

Notes: * Available subject to additional conditions.
**CenturyLink Web Meeting services are only integrated with Ready-Access but may be used as a stand-alone service with Event or Event Express services and needs to be added at the time of reservation.

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

- Ready-Access: Toll, Toll-free, Dial-Out.
- Auto Event Call: Toll and Toll-Free.
- Event Express Call: Toll, Toll-Free, and Dial-Out.
- Event Call: Toll, Toll-Free, and Dial-Out.
- CenturyLink Web Meeting: billing options include, per participant per minute usage based charges, or periodic named user license models (e.g., monthly billing associated with a particular Subscriber).
- XpressMeet for Microsoft Outlook® Calendar: No charge.
- Ready-Access Record: Setup fee, file hosting fee and additional playback charges apply.

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

5.5 Customer understands that the Charges applying to the Service are reflective of the charges levied on CenturyLink by third-party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by those and other third-party providers, and that those Third Party Charges may be subject to change during the term for which the Service is to be provided by CenturyLink to Customer. Accordingly, CenturyLink reserves the right, upon 30 days' written notice, to increase the Charges applying for calls made to specific call destination regions and/or to change Charges based on changes to Third Party Charges, which revised Charges will take effect at the expiry of the 30-day notice period.

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

6. Videoconferencing.

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6.1 CenturyLink's Videoconferencing service provides a fully managed videoconferencing solution allowing for visual collaboration between two or more sites. Videoconferencing service is made available to Customer on a Reservations Basis.

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

- Before the call - reservations via phone, e-mail, or a proprietary Interactive Web Reservations (IWR) portal;
- During the call – dial out to sites, "Meet-and-Greet" sites, bridge IP & ISDN sites, monitor connectivity, trouble resolution of dynamic issues, and bridging ISDN to IP calls or vice versa (hybrid calls);
- After the call – Online video reports, flexible billing options, and trouble ticket reporting.

(i) **Hosted Video Bridge Services.** CenturyLink will provide Video Bridge services for multi-point videoconferences using CenturyLink owned and Hosted Bridges.

The following three transport methods are available for CenturyLink Videoconferencing services:

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

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

- **Public Internet.** Videoconferencing calls are delivered via the public Internet into CenturyLink's video hosting zone for connectivity to CenturyLink's Video Bridges.

6.2 CenturyLink will prepare and deliver to Customer a report on any technical difficulty encountered during a videoconferencing call, for use by Customer or Customer's equipment vendor(s).

6.3 The following optional features are available in connection with CenturyLink Videoconferencing Services, when requested on a Reservation Basis. Additional charges may apply to the use of some or all of these features, as specified in the Order:

(a) **Transcoding.** Transcoding provides a mechanism to convert a video stream from one format to another. This is required when endpoints with different capabilities participate in a videoconference. CenturyLink provides the following;
- Network: IP (H.323) to ISDN (H.320)
- Resolution CIF or QCIF, Enhanced QCIF, high definition
- Video algorithms: H.261, H.263, H.264 (proprietary)
- Frame Rates: 7.5 FPS to 30 FPS
- Audio algorithm G. 711, G. 722, G.722.1, G.722.1 Annex C (Siren-14) G.723, G.728.

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

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

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

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

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

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

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(h) **Event View Meeting.** provides an operator-assisted video call which may include an audio add on.

(i) **Hybrid Meeting Audio add-on.** Videoconferencing feature enabling individuals to participate in a videoconference via audio only. The following meeting options are available:

- Operator assisted;
- Operator unassisted;
- Communication line;
- Link Line: dial in (includes toll, toll-free, dial in, toll-free dial out, and toll dial-out within North America;
- Link Line: dial out (North America only).

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

(a) If selected by Customer, CenturyLink will dedicate a team of Scheduling Bureau Consultants ("SBCs") to accommodate Customer's needs. The SBCs will support the Customer to establish account information, guidelines and requirements, and will be knowledgeable on each Customer site listed within the database. Customer is responsible for making up-to-date information available to CenturyLinkabout its sites. CenturyLink will proactively work with the Customer POC to update the Customer site information on an annual basis. The SBCs will be the primary scheduling/reservations points of contact, responsible for organizing Customer's site information and having all specific data readily available for questions 24-hours a day. During off hours trained Operators will be available to accommodate Customer requests.

(b) The Customer point of contact ("POC") will contact CenturyLink to schedule the use of video rooms for Point-to-Point Videoconferences, Multipoint Videoconferences and any other function that requires occupation of the videoconference rooms. CenturyLink will confirm within a timeframe appropriate to the start of the meeting, by e-mail or facsimile to a specified contact at each participating endpoint, as well as the meeting reservationist, after receiving a request from Customer. Standard Dedicated Scheduling bureau service offers a personalized direct dial (toll and toll-free) number and greeting and personalized email address for reservations correspondence.

(c) **CenturyLink will:**

- Store information regarding the Customer's videoconference sites, Customer's clients' sites, Customer internal billing information (i.e., P.O. numbers, charge codes, Chairperson name, participant names) within each meeting record.
- Coordinate Hybrid Meetings with CenturyLink's Audio Conferencing service.
- Send confirmations of new meetings, meeting changes, and meeting cancellations to Customer reservationist.

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

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

- Number of Meetings Scheduled, Number of Meetings Canceled, Number of Meetings Executed.
- Troubled Meeting Information (breakdown by cause).
- Detailed Bridge, Network, and Scheduling Charges.
- Miscellaneous Charges (videotaping, Codec conversions, VLink, audio add-ons, etc.).
- International vs. Domestic Minutes.

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

- Customer must turn over all scheduling control of all participating video conference rooms to CenturyLink.
- Customer must enter into a minimum multipoint bridging service agreement with CenturyLink Conferencing Services.
- Conferencing Services will not schedule "bridged" meetings that do not take place on a CenturyLink Bridge.

6.5 Customer Video Endpoint Management Service.

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

(i) **Remote Maintenance *(*Video Endpoint Management – MMM – Monthly Management and Next Business Day remote Maintenance)**. Pricing for this service feature will be set out in the Order. As and when required, CenturyLink will arrange to ship replacement components for failed Customer video equipment to the Customer premises and will then work with the Customer remotely via telephone to assist the Customer in replacing / installing that component. For maintenance requests

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received by CenturyLink before 3.00 p.m. local time, replacement units will be shipped for delivery by 11.00 a.m. local time on the next Business Day (provided next day delivery services are available in the applicable region).

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

- Dispatch service personnel next business day, if necessary (and if available in the applicable region).
- Fault part/equipment replacement and system operational testing within four hours of delivery of replacement parts.
- Verification, with Customer, that the equipment / system is functioning properly.

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

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

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

- Video Bridge charges per port/per hour rate. Charges are billed in one minute increments;
- ISDN network charges as agreed with customer and set out in the Order for the Service.

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

- IP Video Bridge charge: based on a per site/minute rate, as agreed with Customer;
- Network Charges: (i) A fixed recurring Monthly Port Rental Charge for the agreed aggregate bandwidth level for each IPVPN port ordered by Customer, and (ii) a fixed recurring Monthly Commitment Charge, at the agreed upon per megabit rate, for the committed amount of bandwidth connectivity (for Premium CoS) selected by Customer at each IP VPN port ordered by Customer;
- Local Access Charges: (i) Installation charge (if any) and (ii) fixed monthly recurring charge for any local access circuit(s) ordered by Customer from CenturyLink.

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

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

(e) Managed Video Bridge Service. Pricing for Managed Video Bridge Services, if ordered by Customer, will be set out in an Order for those Services

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

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

6.8 No Resale. Notwithstanding anything to the contrary in the Agreement or this Service Schedule, Customer is prohibited from reselling Videoconferencing services.

7. Compliance with laws; Latin America.

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

7.2 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

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affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

8. Warranties. Conferencing Services are delivered "as is" without any warranties or service level commitments of any kind. EXCEPT where expressly set forth in this Service Schedule, Customer's sole remedy for any non-performance, outages, failures to deliver or defects in service is the right to terminate the Conferencing Service without incurring termination liability.

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MASTER PRICE 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:

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- **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."

- **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.

- **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).

- **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.

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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 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

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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 applciable 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.

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.

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

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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.

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.

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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 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.

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