

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **CITY OF ANN ARBOR** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. Service. CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **LEVEL 3® ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE**
- **CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

3. Order(s). Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, 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. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. Billing and Payment.

4.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer'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 CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

4.2 Payment of Invoices and Disputes. 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. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer 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 CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3 Taxes and Fees. Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation,

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appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

4.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

4.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(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" 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) 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.

5. Default. 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 the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. Liabilities and Service Levels.

6.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

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

6.3 Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) 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. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, 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 Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

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7. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

8. 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 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. If third-party local access services are required for the Services, Customer will: (1) 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), (2) cooperate with CenturyLink (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 CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. General Terms.

9.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. 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 Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer 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 hereunder.

9.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.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 CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@centurylink.com. Customer 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 CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

9.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers

9.6 Confidentiality. 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 herein. "Confidential Information" means any commercial or operational information disclosed by one

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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.

9.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof 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.

9.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

9.9 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). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

9.10 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).

9.11 Technology/professional liability insurance policy, including coverage for:

- i. Network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services;
- ii. Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- iii. Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- iv. Loss or denial of service; and
- v. No cyber terrorism exclusion;
- vi. Minimum limit of \$5,000,000 per claim and in the aggregate.

9.12 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

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CENTURYLINK COMMUNICATIONS, LLC

CITY OF ANN ARBOR

Steve Arneson

Steve Arneson (Feb 3, 2020)

Authorized Signature

Authorized Signature

Steve Arneson

Name Typed or Printed

Christopher Taylor

Name Typed or Printed

Manager - Offer Management

Title

Mayor

Title

Feb 3, 2020

Date

Date

Customer's Address for Notice:
Customer's facsimile number (if applicable):
Person designated for notices:

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CITY OF ANN ARBOR

CITY OF ANN ARBOR

Authorized Signature

Jacqueline Beaudry

Authorized Signature

Howard S. Lazarus

Name Typed or Printed

City Clerk

Name Typed or Printed

City Administrator

Title

Title

Date

Date

CITY OF ANN ARBOR

CITY OF ANN ARBOR

Authorized Signature

Tom Crawford

Authorized Signature

Stephen K. Postema

Name Typed or Printed

CFO

Name Typed or Printed

City Attorney

Title

Title

Date

Date

**CENTURYLINK MASTER SERVICE 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.

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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 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 Change Notice.

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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.

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 is responsible for 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 Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
--	--

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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 is responsible for 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.

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- (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 request (and in the format requested by Level 3). Customer shall be responsible for 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

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

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

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

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

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

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

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

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.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

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

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

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

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

"Products" means CPE and Software offerings from CenturyLink.

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

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

"Software" means software license offerings.

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

2. CenturyLink Select Advantage Solutions.

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

2.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CENTURYLINK'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

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

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

Agreement Document from CenturyLink

Final Audit Report

2020-02-03

Created:	2020-01-31
By:	Timothy Briggs (tim.briggs@centurylink.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq5rJ-j8meteXmF5JF_Byn_Yyrrjfw5IS

"Agreement Document from CenturyLink" History

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