

ITEM # 18-0877

Company Name: CITY OF SANTA FE - NM

Quote #: 817608

Quote Expiration Date: 8/22/2018

MSA: MSA1199041

MSA Effective Date: 2012-02-09

**Service Order**

<b>Company Name:</b> CITY OF SANTA FE - NM	<b>Billing Address:</b>
<b>Billing Site Name:</b> CITY OF SANTA FE - NM	Street: 200 LINCOLN AVE
<b>Billing Account Number:</b> New	City, State, Zip: SANTA FE, New Mexico 87501
<b>Currency:</b> USD	
<b>Primary Contact:</b>	<b>Billing Contact:</b>
Name: Teresa Martinez	Name: Teresa Martinez
Email: tmartinez@co.santa-fe.nm.us	Email: tmartinez@co.santa-fe.nm.us
Phone: (505) 992-3010	Phone: (505) 992-3010

CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Daniel Sullivan		daniel.sullivan@centurylink.com
Solutions Engineer	Brian Davison, Bradley Campbell, Eddie Chavez		brian.davison@centurylink.com, brad.campbell@CenturyLink.com, eddie.chavez@centurylink.com

**Quote Summary**

Quote Description (for informational purposes only)
colo opp
Initial Service Term
36

36 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	\$1,227.20	0.00
Existing Totals	0.00	0.00
Delta Totals	\$1,227.20	0.00

36 Months		
Totals	Annual Charges	Non-Recurring Charges
New Totals	\$14,726.40	0.00
Existing Totals	0.00	0.00
Delta Totals	\$14,726.40	0.00

36 Months		
Totals	Total Charges over 36 Months	Non-Recurring Charges
New Totals	\$44,179.20	0.00
Existing Totals	0.00	0.00
Delta Totals	\$44,179.20	0.00



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Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	1	Colocation	<b>Colocation Space 2.0</b> Data Center: ZZAB3 Quantity: 1 Location: Raised Floor Space Type: Secure Cabinet - 4kW	1,027.20	0.00	1,027.20	0.00
Add		Colocation	<b>Colocation Patch Panel 2.0</b> Data Center: ZZAB3 Quantity: 1 Patch Panel Type: 6-Port Copper Patch Panel	0.00	0.00	0.00	0.00
Add		Colocation	<b>Colocation Power Distribution 2.0</b> Data Center: ZZAB3 Quantity: 1 Power Configuration: Primary/Redundant Pair Power Circuit: 30A/208V-Single Phase-L6	200.00	0.00	200.00	0.00
Add		Colocation	<b>Colocation Power Strip 2.0</b> Data Center: ZZAB3 Quantity: 1 Power Strip Type: L6-30 Vertical Mount Power Strip with Display	0.00	0.00	0.00	0.00
Add		Colocation	<b>Colocation Power Strip 2.0</b> Data Center: ZZAB3 Quantity: 1 Power Strip Type: L6-30 Vertical Mount Power Strip with Display	0.00	0.00	0.00	0.00
Add	1	Colocation	<b>Customer Access Extension 1.0</b> Data Center: ZZAB3 Cross Connect Type: Telco without Private Entrance Media Type: Singlemode Fiber CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	0.00	0.00	0.00	0.00
Add	1	Colocation	<b>Gold Support 1.0</b> Hours: 1.0 Type: Monthly	0.00	0.00	0.00	0.00
<b>Group Totals</b>				1,227.20	0.00	1,227.20	0.00

Usage Per Unit	Tier	36 Months Usage Rate
1. Gold Support 1.0 Hours	-	200.0

### Customer Acceptance

1. Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services identified above ("Services"). The Services will be provided pursuant to the terms of this Service Order and in accordance with the governing service agreement between Customer and Savvis (hereinafter "CenturyLink") identified above, including any applicable Service Schedules, Service Guides, service level agreements ("SLAs") or any other documents attached thereto (collectively the "Agreement"), and this Service Order is subject to such Agreement.



2. Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancellable by CenturyLink in its sole discretion. Without limiting any other CenturyLink right, acceptance of this Service Order is subject to CenturyLink credit approval.
3. Notwithstanding anything to the contrary in the MSA, CenturyLink may (i) increase the rates associated with an existing Colocation Service at any time after twelve months of the initial Installation Date for such Service in order to pass through increases in such Service's underlying power facility costs and such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer and (ii) pass through to Customer any applicable energy or power consumption levies or charges assessed on CenturyLink and attributable to power use or consumption or emissions of greenhouse gases.

## Terms and Conditions

1. The Customer Access Extension (i.e. cross connect) ordered herein provides connectivity to an existing CenturyLink service and shall be subject to all terms and conditions governing the existing Services, including a connectivity related SLA, if applicable.
2. The maximum Committed Electrical Capacity (CEC) that Customer is entitled to in each contiguous Customer Area is specified in the table below. For the purposes of the Service Order, the CEC equals the TOTAL purchased number of allocated kilowatts in the Customer Area. Customer acknowledges and agrees that CenturyLink may refuse any request for power that would cause the CEC in the Customer Area to exceed the Maximum CEC identified below.

The Maximum CEC (kilowatts) specified in the table below supersedes all previous Service Order CEC's for the same contiguous space.

Data Center	Maximum CEC
AB3 New SC	4 kW Secure Cabinet

3. Pursuant to this Service Order and not more than once per calendar year during the Service Term and no sooner than twelve (12) months after the BCD, CenturyLink may, in addition to its other rights under the Agreement, increase the Monthly Recurring Charges for the Colocation Services set forth herein in an amount not to exceed three percent (3%).

## Additional Terms

- 1. Expedite Request Fee:** If Customer requests that CenturyLink accelerate a Service Delivery Date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the Service Delivery Date identified by the order/project manager and documented in CenturyLink's order management system.
- 2. Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the Service Delivery Date, Customer agrees to pay, as invoiced by CenturyLink, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.

Upon Customer's signature on this Service Order, Customer acknowledges the Quote Description is provided solely for informational and illustrative purposes only and such Quote Description is nonbinding with no force or effect.



Company Name: CITY OF SANTA FE - NM  
Quote #: 817608  
Quote Expiration Date: 8/22/2018

CenturyLink Communications, LLC

CITY OF SANTA FE - NM

Dan Sullivan

Erik Litzenberg

Name: Dan Sullivan on behalf of Susan Baken

Name: Erik Litzenberg

Title: Lead Global Relationship Manager

Title: City Manager

Date: 8-3-2018

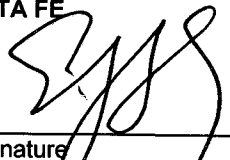
Date: 8-1-18


# CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under this Agreement ("CenturyLink") and City of Santa Fe ("Customer") and is effective on the date the last party signs it ("Effective Date"). The name of the CenturyLink Affiliate providing Services to Customer is listed in a Service Attachment, each providing Affiliate separately and individually responsible for all of its own obligations. CenturyLink may withdraw any applicable offer under this Agreement if Customer does not execute and deliver the Agreement to CenturyLink on or before **July 31, 2018** ("Cutoff Date"). Further, any individual Service or Service Attachment may have its own expiration or cutoff date. Using CenturyLink's electronic signature process for the Agreement is acceptable.

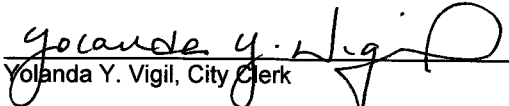
**CITY OF SANTA FE**

**CENTURYLINK SALES SOLUTIONS, INC.**


  
 \_\_\_\_\_  
 Authorized Signature  
~~Alma Weber~~ Erik Litzenberg  
 \_\_\_\_\_  
 Name Typed or Printed  
~~Mayor~~ City Manager  
 \_\_\_\_\_  
 Title  
 8-1-18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Authorized Signature  
 Dan Sullivan on behalf of Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed  
 Lead SLED Relationship Manager  
 \_\_\_\_\_  
 Title  
 5/31/2018  
 \_\_\_\_\_  
 Date

**ATTEST:**

  
 \_\_\_\_\_  
 Yolanda Y. Vigil, City Clerk

**APPROVED AS TO FORM**

  
 \_\_\_\_\_  
 Geno Zamora, Interim City Attorney

**APPROVED**

  
 \_\_\_\_\_  
 Kent Devore, Finance Director

Customer's address for notices: City Attorney's Office, P.O. Box 909, Santa Fe, NM 87504  
 Customer's facsimile number (if applicable): 505-955-6748  
 Person designated for notices: City Attorney

**1. Term.** The Initial Term of this Agreement is three years starting on the Effective Date. If Customer continues to use Services after the expiration of the Initial Term, the Agreement will automatically renew on a month-to-month basis until either party provides at least 60 days notice to terminate the Agreement. The Initial Term and each Renewal Term are referred to as the "Term." The Order Term or Service Term for a particular Service is defined in the applicable Service Attachment. CenturyLink will not accept new orders after expiration or termination of the Agreement, but the Agreement will continue to apply to any unexpired orders or SOWs properly placed during the Term.

**2. Services.** CenturyLink will provide the Services in accordance with the Agreement, including all Service Attachments. "Service Attachments" mean individually or collectively all applicable Service Appendices, Service Exhibits, Service Guides, Statements of Work ("SOWs"), Service Level Agreements ("SLAs"), Order Form(s), Service Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement. Any notation to the "CenturyLink Total Advantage Agreement" on the Service Attachments will be disregarded and such attachments will be governed by the Agreement. CenturyLink will not be bound by any order or SOW until it is accepted by CenturyLink. The Agreement applies only to Customer and the CenturyLink Affiliate identified in the Service Attachments applicable to the particular Service ordered. The following Service Attachments are attached and incorporated into the Agreement.

- CENTURYLINK COMMUNICATIONS, LLC SERVICE APPENDIX
- CENTURYLINK QC SERVICE APPENDIX
- CENTURYLINK TS SERVICE EXHIBIT

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

3. **Rates.** Services will receive the applicable rates specified in a Service Attachment. The rates set forth in the Service Attachment are in lieu of all other rates, discounts, or promotions.

### 4. **Payment.**

4.1 **Invoices.** Customer must pay all charges set forth in a Service Attachment. Invoiced amounts are due in full within 30 days after the date of the invoice if the due date is not included on the invoice ("Due Date"). In addition to the Service charges, Customer will pay all applicable Taxes and Government-permitted Charges. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Any amount that is not disputed under the Billing Disputes section and not received by the Due Date will be subject to interest at the lesser of 1.5% per month or the highest rate permitted by applicable law and reasonable attorneys' fees and any third party collection costs incurred by CenturyLink in collecting such amounts. Customer's payments to CenturyLink must be in the form of wire transfer, ACH, or, if available, via any CenturyLink approved payment portal (e.g., CenturyLink Control Center). CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. CenturyLink reserves the right to charge administrative fees when Customer's payment and invoice preferences deviate from CenturyLink's standard practices.

4.2. **Billing Disputes.** To dispute a charge on an invoice, Customer must identify the specific charge in dispute and provide a written explanation of the basis of the dispute, with additional detail as may be required by any Service Attachment, before the Due Date. Customer may withhold payment of the disputed amount if Customer makes timely payment of all undisputed charges by the Due Date. The parties will work in good faith to resolve the dispute. If CenturyLink determines that a disputed charge is in error, CenturyLink will issue a credit or reverse the amount incorrectly billed. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer's payment will be due no later than 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.

5. **Compliance and Security.** CenturyLink will comply with all laws and regulations applicable to CenturyLink's provision of the Service, and Customer will comply with all laws and regulations applicable to Customer's use of the Service. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer Data 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 stored, transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

6. **Use of Service.** Customer will not use Services: (a) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; or (b) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network or infrastructure. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable. Customer and its End Users will not use or access the Services or any CenturyLink data center in a manner that: (a) materially interferes with or harms the CenturyLink infrastructure or any third parties; or (b) is tortious or violates any third party right. If expressly required by a Service Attachment, Customer must conform to an applicable Acceptable Use Policy ("AUP") for Services purchased under this Agreement. Services are further subject to Use of Service provisions set forth in the applicable Service Attachment.

### 7. **Confidentiality.**

7.1 Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (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. CenturyLink's consent may only be given by its Legal Department. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party, information that is already known or is independently developed by the receiving party, or Customer Data, the obligations for which are governed by the provisions identified in Section 5 above.

7.2 Each party will use reasonable efforts to protect the other party's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own Confidential Information. 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 agrees to limit disclosure and access to Confidential Information to those of its employees, contractors, attorneys or other representatives who reasonably require such access in order to accomplish the purposes of this Agreement and who are subject to confidentiality obligations at least as restrictive as those contained herein.

8. **Disclaimer of Warranties.** THE SERVICES PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF CUSTOMER. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES.

**9. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**9.1 Consequential Damages.** NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST OR IMPUTED PROFITS OR REVENUES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

**9.2 Claims Related to Services.** 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, if any, or applicable Service Appendix or Service Exhibit for the affected Service. The exclusive SLA remedies will not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

**9.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or tangible personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages. Proven direct damages for tangible personal property will not exceed the fair market replacement value of the affected property (excluding data, software and firmware).

**9.4 Other Direct Damages.** Except for (a) Customer's payment and (b) each party's obligations set forth in Section 10 below, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total charges paid or payable to CenturyLink under the Agreement in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

**10. Responsibilities.** Customer agrees that any modification or resale of the Services by Customer or End Users, or violation of any AUP or Use of Service provision shall constitute a material breach of this Agreement, which shall entitle CenturyLink to terminate the contract and, if applicable, seek recovery of any resulting damages from Customer. For purposes of this paragraph, the Damages Cap in Section 9.4 shall be calculated using twelve months (12) instead of six months.

**11. Intellectual Property.**

**11.1 Ownership.** 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. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

**11.2 Infringement.** CenturyLink will, at its own expense, defend Customer against any claim, demand or suit made or brought against Customer by a third party alleging that any use of a CenturyLink Service as allowed under this Agreement infringes or misappropriates the valid patent rights of a third party issued or in effect on the Effective Date in the country in which CenturyLink provides the relevant Service, and CenturyLink will pay any costs of settlement or any damages finally awarded against Customer. CenturyLink will not have any obligation under this Section if a claim arises from: (a) the combination, use or operation of any Services with any third party service or product, (b) any modification of the Services made by any party other than CenturyLink, (c) use by Customer other than the then current unaltered release of any software used in the Services, (d) use or operation by Customer or its agents or contractors of the Service other than in accordance with this Agreement and all instructions and documentation provided by CenturyLink, (e) services for which Customer controlled the design of such services or (f) Customer-supplied content, data, or other information. CenturyLink's obligations are expressly conditioned upon the following: (g) that Customer will promptly notify CenturyLink in writing of any allegation or notice of alleged infringement; (h) that CenturyLink will have sole control of the defense or settlement; (i) that Customer will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense. If any CenturyLink Service becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (j) procure for Customer the right to continue using the applicable Service; (k) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (l) if (j) or (k) are not reasonably achievable by CenturyLink, terminate provision of the affected Service. Any third party system, equipment or software provided under this Agreement are provided without any obligation of CenturyLink to defend for any infringement or misappropriation. This Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services provided under this Agreement.

**12. Equipment.** If the Service includes access to or the use of CenturyLink-provided equipment ("CenturyLink Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink Equipment; (b) will keep the CenturyLink Equipment free and clear from all liens, claims and encumbrances; (c) will protect and use all CenturyLink Equipment in accordance with the Agreement; and (d) will cooperate with CenturyLink to allow installation, maintenance and, upon termination, removal of the CenturyLink Equipment.

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**13. Maintenance.** Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

### **14. Termination.**

**14.1 Termination of Service(s).** Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the applicable Service Attachment's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or a 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.

**14.2 Termination of Agreement.** 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 applicable 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.

**14.3 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, 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.

### **15. Miscellaneous.**

**15.1 General.** All provisions in the Agreement that by their nature are intended to survive expiration or termination will so survive. If any term of the Agreement is held unenforceable, the unenforceable term will be construed as nearly as possible to reflect the original intent of the parties, and the remaining terms will remain in effect. The Agreement is intended solely for CenturyLink and Customer and does not provide any third party with any right or benefit.

**15.2 Use of Name and Marks.** Neither party will use the name or marks of the other party of any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**15.3 Waiver.** Except as otherwise expressly set forth in the Agreement, neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights. Neither the course of conduct between parties nor trade practice will act to modify any provision of the Agreement.

**15.4 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

### **15.5 Governing Law; Dispute Resolution.**

**(a) Governing Law; Forum.** This Agreement will be governed by and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its principles for resolving conflicts of law. Any legal proceeding relating to the Agreement must be brought exclusively in a U.S. District Court or in a state court of competent jurisdiction, in New Mexico

**(b) Intentionally left blank.**

**(c) Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than a claim associated with an invoice, which must be done within 90 days after the applicable invoice date.

**15.6 Force Majeure.** Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to an event beyond a party's reasonable control ("Force Majeure Event"). If a Force Majeure Event prevents the provision of Service for a period of 30 days, either party may terminate the affected Service by providing 30 days' written notice to the other party.

**15.7 Assignment.** Neither party may assign the Agreement or any portion hereof without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign the Agreement or a portion thereof: (a) in the event of a merger in which the party is not the surviving entity; (b) in the event of a sale of all or substantially all of its assets; or (c) to any Affiliate of such party; except that Customer may not assign this Agreement or any Service to a reseller or a



## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

telecommunications carrier under any circumstances. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.).

**15.8 Amendments.** Except as otherwise set forth the Agreement, all amendments to the Agreement will be in writing and signed by the parties' authorized representatives. Other oral or written communications between the parties, including emails, purporting to amend the Agreement will not be considered an amendment to the Agreement and are null and void.

**15.9 Websites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

**15.10 Conflicts.** If a conflict exists between the general terms of the Agreement and the applicable CenturyLink Service Appendix, the CenturyLink Service Appendix will control. For purposes of this Section only, the CenturyLink TS Service Exhibit will be treated as a Service Appendix.

**15.11 Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**(a) Service Notices.** Unless otherwise provided for in a Service Appendix or Service Exhibit, all Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com) and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Attachment. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative unless otherwise provided for in a Service Appendix or Service Exhibit. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**(b) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**15.12 Addendum B.** The terms and provisions of Addendum B which is attached hereto are incorporated into and made part of the Agreement by reference.

**15.13 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same Services at the same locations as covered under the Agreement. Any terms and conditions in a Customer produced ordering document other than quantity and description of Services ordered will have no force or effect. All handwritten or typed modifications to the Agreement that are not mutually agreed to in writing are null and void.

**16. Definitions.** Capitalized terms not defined herein are defined in a Service Appendix or Service Exhibit.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"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).

"Confidential Information" means any non-public business plans, analyses, forecasts, predictions or projections, technical information, business models, pricing strategies, marketing ideas, sales projections, financing plans, valuations, capitalization, budgets and other financial information of either party, that is disclosed by one party to the other party either in the formation or implementation of the Agreement. Confidential Information includes the terms and pricing of the Agreement.

"Customer Data" means any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of CenturyLink Services. If information is both Confidential Information and Customer Data, it will be treated as Customer Data for purposes of this Agreement.

"End User" means Customer's members, end users or any other third parties who use or access the Services or access CenturyLink's network or data centers via the Services.

"Government-permitted Charges" means any additional fees, charges or surcharges assessed by CenturyLink to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs. These charges may include federal and state charges for universal service support, telephone relay service, occupational levies and environmental assessments, energy or power consumption levies or charges, regulatory administration and similar pass-through fees, and other similar surcharges and levies or any other regulatory fees and charges.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Service" means the service provided by the applicable CenturyLink Affiliate.

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"Service Appendix" means those additional terms pursuant to which a specific CenturyLink Affiliate may provide and Customer may purchase the Services described therein.

"Service Exhibit" means those service descriptions providing additional terms pursuant to which CenturyLink may provide and Customer may purchase the Services described therein.

"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's exclusive remedies for any Service deficiencies, interruptions or failures.

"Taxes" means any foreign, federal, state, and local excise, gross receipts, sales, use, value added, privilege, franchise tax or other governmental charge (other than on net income), whether imposed directly upon CenturyLink or Customer, now or in the future, attributable to or measured by the sale price, transaction amount and/or services purchased, whether invoiced as a direct charge or as a surcharge.

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1. **General.** This Service Appendix sets forth the terms generally applicable to the Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). Capitalized terms not defined herein are defined in the Agreement or in the Service Exhibits. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Exhibits. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. This Service Appendix is effective on the date that it becomes part of the Agreement ("Appendix Effective Date.")

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

- DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT
- CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT
- CENTURYLINK IQ NETWORKING DATA CENTER CONNECTIVITY OFFER
- NETWORK-BASED SECURITY SERVICE EXHIBIT
- DDoS MITIGATION SERVICE EXHIBIT
- LOCAL ACCESS SERVICE EXHIBIT
- IT SERVICES EXHIBIT

3. **Commencement of Invoicing.** CenturyLink will begin invoicing for specific Services as specified in the applicable Service Exhibit.

4. **Rates.** CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice. The parties agree that the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions.

5. **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.

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.

7. **No Resale.** Customer represents that it is not a reseller of any Services provided under this Agreement and acknowledges it is not entitled to any reseller discounts under any laws.

8. **Use of Service.** Customer's use of the Service will comply with the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, and Customer will not use the Service in a manner that (a) constitutes an impermissible traffic aggregation or Access Arbitrage, (b) avoids Customer's obligation to pay for communication services, (c) violates the Use of Service terms contained in the Agreement, (d) violates the Compliance terms contained in a Service Exhibit, as applicable, 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. CenturyLink may terminate for Cause the affected Service if Customer violates any Use of Service provision. CenturyLink will attempt to notify Customer in writing prior to termination for Cause. However, CenturyLink may terminate for Cause without notice if CenturyLink becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink to criminal or civil liability or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm.

9. **Termination.**

9.1 **Service.** If a Service or a Service Exhibit is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause during the Initial Term or any Renewal Term, then Customer will pay any applicable Cancellation Charges.

9.2 **Service Appendix.** If this Service Appendix and all of the Services provided under it are terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to the conclusion of the Initial Term, then Customer will pay the total Cancellation Charges that apply for terminating all Services at the time all of the Services are terminated. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate this Service Appendix. Rather, Cause to terminate the entire Service Appendix for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff.

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**10. Service Level Agreements.**

**10.1 SLAs.** Remedies for service interruptions are provided in the SLAs located at <http://www.centurylink.com/legal/>, the applicable Service Exhibit, or the applicable out-of-service credit for service interruption in a Tariff applicable to each individual Service. CenturyLink reserves the right to modify the SLA effective upon posting to the Web site. Customer's continued use of the Service constitutes acceptance of those changes.

**10.2 Out-of-Service Credit.** For Services without an SLA, this Out-of-Service Credit is an SLA 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 Agreement; or (i) improper or inaccurate network specifications provided by Customer.

**11. Installation, Maintenance and Repair.**

**11.1** Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

**11.2** Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to Cause injury.

**11.3** 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.

**12. Tariff, RSS, ISS, AUP.** A Service may be subject to a Tariff, RSS, ISS or AUP as specified in its Service Exhibit. If a modification to a Tariff, RSS, ISS or AUP (a) materially and adversely affects Customer's legitimate use of a Service; and (b) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days prior written notice without liability for Cancellation Charges for the affected Service if Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

**13. Force Majeure.** For Services, the definition of "Force Majeure" will also specifically include cable cuts and labor disputes.

**14. 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.

**15. Service Notices.** Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto: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.

**16. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**17. Alternative Funding.** Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**18. Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the

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identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

**19. Definitions.**

"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 ("Access Arbitrage"). 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.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"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.

"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.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf).

"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.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink® Total Advantage® or CenturyLink® Loyal Advantage® Agreement between Customer and CenturyLink QCC. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

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

**2. Service.**

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

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

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

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

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

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

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

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

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

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

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

(e) **Customer Responsibilities.**

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support

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

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

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

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

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

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

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

**2.6 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

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

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



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

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

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

**4.1 Pricing Methodologies.**

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

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

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

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

**5. Term; Cancellation.**



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

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

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

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

**5.3 Waiver of Cancellation Charges.**

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

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

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

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

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

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

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**PRICING ATTACHMENT**

**1. Pricing**

**1.1 Network Management Service MRCs.**

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

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

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

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

**1.2 CenturyLink IQ Networking Features.**

**(a) VPN Extensions.**

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

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

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

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

**(a) Flat Rate Pricing.**

Flat Rate Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
DS0	\$280.00	\$215.00	\$175.00	\$500.00
DS1	\$434.00	\$380.00	\$335.00	\$500.00
2 x DS1 (3 Mbps)	\$658.00	\$565.00	\$495.00	\$1,000.00
3 x DS1 (4.5 Mbps)	\$879.00	\$735.00	\$620.00	\$1,000.00
4 x DS1 (6 Mbps)	\$1,158.00	\$875.00	\$655.00	\$1,000.00
5 x DS1 (7.5 Mbps)	\$1,462.00	\$1,140.00	\$894.00	\$1,000.00
6 x DS1 (9 Mbps)	\$1,763.00	\$1,415.00	\$1,145.00	\$1,000.00
7 x DS1 (10.5 Mbps)	\$2,056.00	\$1,665.00	\$1,365.00	\$1,000.00
8 x DS1 (12 Mbps)	\$2,749.00	\$2,080.00	\$1,570.00	\$1,000.00
DS3	\$5,358.00	\$3,900.00	\$3,370.00	\$2,000.00
OC3	\$10,558.00	\$7,815.00	\$6,780.00	\$4,000.00

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OC12	\$35,320.00	\$25,815.00	\$22,550.00	\$6,000.00
OC48	\$363.57	\$360.00	\$255.00	\$10,000.00
Ethernet	\$877.80	\$1,055.00	\$780.00	\$1,000.00
Fast Ethernet	\$5,007.20	\$4,825.00	\$3,440.00	\$1,500.00
Gigabit Ethernet	\$30,690.00	\$24,085.00	\$19,904.00	\$4,000.00

<b>Flat Rate Private Port</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Install NRC</b>
DS0	\$305.00	\$235.00	\$195.00	\$500.00
DS1	\$484.00	\$420.00	\$370.00	\$500.00
2 x DS1 (3 Mbps)	\$733.00	\$625.00	\$545.00	\$1,000.00
3 x DS1 (4.5 Mbps)	\$979.00	\$815.00	\$690.00	\$1,000.00
4 x DS1 (6 Mbps)	\$1,283.00	\$975.00	\$745.00	\$1,000.00
5 x DS1 (7.5 Mbps)	\$1,612.00	\$1,260.00	\$999.00	\$1,000.00
6 x DS1 (9 Mbps)	\$1,943.00	\$1,555.00	\$1,265.00	\$1,000.00
7 x DS1 (10.5 Mbps)	\$2,261.00	\$1,825.00	\$1,500.00	\$1,000.00
8 x DS1 (12 Mbps)	\$3,009.00	\$2,285.00	\$1,745.00	\$1,000.00
DS3	\$5,903.00	\$4,330.00	\$3,745.00	\$2,000.00
OC3	\$11,623.00	\$8,655.00	\$7,510.00	\$4,000.00
OC12	\$38,910.00	\$28,655.00	\$25,005.00	\$6,000.00
OC48	\$698.00	\$400.00	\$285.00	\$10,000.00
Ethernet	\$2,118.00	\$1,190.00	\$875.00	\$1,000.00
Fast Ethernet	\$9,773.00	\$5,440.00	\$3,880.00	\$1,500.00
Gigabit Ethernet	\$33,431.00	\$27,155.00	\$22,450.00	\$4,000.00

**(b) Tiered Pricing.**

<b>Tiered DS3 Internet Port Other Access</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Install NRC</b>
3 Mbps	\$404.00	\$360.00	\$315.00	\$2,000.00
6 Mbps	\$869.00	\$725.00	\$615.00	\$2,000.00
9 Mbps	\$1,477.00	\$1,155.00	\$904.00	\$2,000.00
12 Mbps	\$2,106.00	\$1,700.00	\$1,395.00	\$2,000.00
15 Mbps	\$2,167.00	\$1,737.00	\$1,410.00	\$2,000.00
18 Mbps	\$2,233.00	\$1,779.00	\$1,430.00	\$2,000.00
21 Mbps	\$2,299.00	\$1,816.00	\$1,450.00	\$2,000.00
24 Mbps	\$2,365.00	\$1,858.00	\$1,470.00	\$2,000.00
27 Mbps	\$2,431.00	\$1,900.00	\$1,490.00	\$2,000.00
30 Mbps	\$2,503.00	\$1,942.00	\$1,512.00	\$2,000.00
33 Mbps	\$2,540.00	\$1,962.00	\$1,520.00	\$2,000.00
36 Mbps	\$2,582.00	\$1,982.00	\$1,523.00	\$2,000.00
39 Mbps	\$2,624.00	\$2,002.00	\$1,526.00	\$2,000.00
42 Mbps	\$2,666.00	\$2,027.00	\$1,534.00	\$2,000.00
45 Mbps	\$2,709.00	\$2,045.00	\$1,540.00	\$2,000.00

<b>Tiered OC3 Internet Port Other Access</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Install NRC</b>
35 Mbps	\$2,712.00	\$2,107.00	\$1,643.00	\$4,000.00
45 Mbps	\$3,314.00	\$2,655.00	\$2,045.00	\$4,000.00
55 Mbps	\$3,461.00	\$2,728.00	\$2,140.00	\$4,000.00
65 Mbps	\$3,598.00	\$2,801.00	\$2,230.00	\$4,000.00
75 Mbps	\$3,745.00	\$2,884.00	\$2,325.00	\$4,000.00
85 Mbps	\$3,897.00	\$2,967.00	\$2,425.00	\$4,000.00
95 Mbps	\$4,048.00	\$3,052.00	\$2,525.00	\$4,000.00
105 Mbps	\$4,494.00	\$3,393.00	\$2,805.00	\$4,000.00
115 Mbps	\$4,651.00	\$3,481.00	\$2,905.00	\$4,000.00
125 Mbps	\$4,813.00	\$3,574.00	\$3,010.00	\$4,000.00
135 Mbps	\$4,975.00	\$3,662.00	\$3,115.00	\$4,000.00

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145 Mbps	\$5,137.00	\$3,760.00	\$3,225.00	\$4,000.00
155 Mbps	\$5,303.00	\$3,855.00	\$3,335.00	\$4,000.00

Tiered OC12 Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
90 Mbps	\$3,988.00	\$3,052.00	\$2,530.00	\$6,000.00
135 Mbps	\$5,380.00	\$4,057.00	\$3,495.00	\$6,000.00
180 Mbps	\$5,613.00	\$4,175.00	\$3,650.00	\$6,000.00
225 Mbps	\$5,815.00	\$4,295.00	\$3,729.00	\$6,000.00
270 Mbps	\$6,581.00	\$4,859.00	\$4,224.00	\$6,000.00
315 Mbps	\$7,253.00	\$5,360.00	\$4,657.00	\$6,000.00
360 Mbps	\$7,862.00	\$5,806.00	\$5,043.00	\$6,000.00
405 Mbps	\$8,356.00	\$6,171.00	\$5,357.00	\$6,000.00
495 Mbps	\$9,301.00	\$6,867.00	\$5,962.00	\$6,000.00
540 Mbps	\$9,706.00	\$7,170.00	\$6,222.00	\$6,000.00
585 Mbps	\$10,028.00	\$7,408.00	\$6,440.00	\$6,000.00
622 Mbps	\$10,306.00	\$7,615.00	\$6,610.00	\$6,000.00

Tiered OC48 Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
270 Mbps	\$8,921.00	\$6,814.00	\$5,879.00	\$10,000.00
500 Mbps	\$11,391.00	\$8,627.00	\$7,457.00	\$10,000.00
730 Mbps	\$13,783.00	\$10,321.00	\$8,944.00	\$10,000.00
960 Mbps	\$16,250.00	\$12,080.00	\$10,496.00	\$10,000.00
1190 Mbps	\$18,777.00	\$13,884.00	\$12,083.00	\$10,000.00
1420 Mbps	\$21,379.00	\$15,748.00	\$13,720.00	\$10,000.00
1650 Mbps	\$23,996.00	\$17,627.00	\$15,367.00	\$10,000.00
1880 Mbps	\$26,643.00	\$19,526.00	\$17,039.00	\$10,000.00
2110 Mbps	\$29,320.00	\$21,450.00	\$18,726.00	\$10,000.00
2340 Mbps	\$32,042.00	\$23,409.00	\$20,448.00	\$10,000.00
2488 Mbps	\$34,825.00	\$25,420.00	\$22,210.00	\$10,000.00

Tiered Ethernet 10 Mbps Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
1 Mbps	\$178.00	\$142.00	\$90.00	\$1,000.00
2 Mbps	\$327.00	\$246.00	\$130.00	\$1,000.00
3 Mbps	\$364.00	\$266.00	\$160.00	\$1,000.00
4 Mbps	\$417.00	\$287.00	\$168.00	\$1,000.00
5 Mbps	\$460.00	\$307.00	\$205.00	\$1,000.00
6 Mbps	\$494.00	\$315.00	\$217.00	\$1,000.00
7 Mbps	\$533.00	\$328.00	\$224.00	\$1,000.00
8 Mbps	\$567.00	\$336.00	\$231.00	\$1,000.00
9 Mbps	\$601.00	\$349.00	\$243.00	\$1,000.00
10 Mbps	\$638.00	\$360.00	\$255.00	\$1,000.00

Tiered Fast Ethernet 100 Mbps Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
10 Mbps	\$367.57	\$360.00	\$255.00	\$1,500.00
15 Mbps	\$472.82	\$488.00	\$350.00	\$1,500.00
20 Mbps	\$561.48	\$543.00	\$397.00	\$1,500.00
30 Mbps	\$627.26	\$602.00	\$444.00	\$1,500.00
40 Mbps	\$683.32	\$695.00	\$578.00	\$1,500.00
50 Mbps	\$738.23	\$777.00	\$590.00	\$1,500.00
60 Mbps	\$780.56	\$853.00	\$626.00	\$1,500.00
70 Mbps	\$810.30	\$922.00	\$686.00	\$1,500.00
80 Mbps	\$858.35	\$993.00	\$729.00	\$1,500.00

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90 Mbps	\$877.80	\$1,055.00	\$780.00	\$1,500.00
100 Mbps	\$367.57	\$360.00	\$255.00	\$1,500.00

Tiered Gigabit Ethernet (1000 Mbps) Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
100 Mbps	\$1,955.36	\$1,055.00	\$780.00	\$4,000.00
200 Mbps	\$2,592.48	\$2,133.00	\$1,517.00	\$4,000.00
300 Mbps	\$3,127.52	\$2,673.00	\$1,906.00	\$4,000.00
400 Mbps	\$3,648.48	\$3,150.00	\$2,250.00	\$4,000.00
500 Mbps	\$4,039.20	\$3,570.00	\$2,547.00	\$4,000.00
600 Mbps	\$4,458.08	\$3,883.00	\$2,774.00	\$4,000.00
700 Mbps	\$4,672.80	\$4,168.00	\$2,969.00	\$4,000.00
800 Mbps	\$4,788.96	\$4,405.00	\$3,144.00	\$4,000.00
900 Mbps	\$4,901.60	\$4,625.00	\$3,300.00	\$4,000.00
1000 Mbps	\$5,007.20	\$4,825.00	\$3,440.00	\$4,000.00

Tiered DS3 Private Port	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
3 Mbps	\$484.00	\$420.00	\$370.00	\$2,000.00
6 Mbps	\$979.00	\$815.00	\$690.00	\$2,000.00
9 Mbps	\$1,612.00	\$1,260.00	\$999.00	\$2,000.00
12 Mbps	\$2,261.00	\$1,825.00	\$1,500.00	\$2,000.00
15 Mbps	\$2,342.00	\$1,877.00	\$1,530.00	\$2,000.00
18 Mbps	\$2,423.00	\$1,929.00	\$1,560.00	\$2,000.00
21 Mbps	\$2,504.00	\$1,981.00	\$1,590.00	\$2,000.00
24 Mbps	\$2,585.00	\$2,033.00	\$1,620.00	\$2,000.00
27 Mbps	\$2,666.00	\$2,085.00	\$1,650.00	\$2,000.00
30 Mbps	\$2,748.00	\$2,137.00	\$1,682.00	\$2,000.00
33 Mbps	\$2,800.00	\$2,167.00	\$1,695.00	\$2,000.00
36 Mbps	\$2,852.00	\$2,197.00	\$1,708.00	\$2,000.00
39 Mbps	\$2,904.00	\$2,227.00	\$1,721.00	\$2,000.00
42 Mbps	\$2,956.00	\$2,257.00	\$1,734.00	\$2,000.00
45 Mbps	\$3,009.00	\$2,285.00	\$1,745.00	\$2,000.00

Tiered OC3 Private Port	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
35 Mbps	\$2,952.00	\$2,297.00	\$1,808.00	\$4,000.00
45 Mbps	\$3,609.00	\$2,885.00	\$2,245.00	\$4,000.00
55 Mbps	\$3,791.00	\$2,993.00	\$2,365.00	\$4,000.00
65 Mbps	\$3,973.00	\$3,101.00	\$2,485.00	\$4,000.00
75 Mbps	\$4,155.00	\$3,209.00	\$2,605.00	\$4,000.00
85 Mbps	\$4,337.00	\$3,317.00	\$2,725.00	\$4,000.00
95 Mbps	\$4,518.00	\$3,427.00	\$2,845.00	\$4,000.00
105 Mbps	\$4,994.00	\$3,788.00	\$3,145.00	\$4,000.00
115 Mbps	\$5,176.00	\$3,896.00	\$3,265.00	\$4,000.00
125 Mbps	\$5,358.00	\$4,004.00	\$3,385.00	\$4,000.00
135 Mbps	\$5,540.00	\$4,112.00	\$3,505.00	\$4,000.00
145 Mbps	\$5,722.00	\$4,220.00	\$3,625.00	\$4,000.00
155 Mbps	\$5,903.00	\$4,330.00	\$3,745.00	\$4,000.00

Tiered OC12 Private Port	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
90 Mbps	\$4,353.00	\$3,342.00	\$2,780.00	\$6,000.00
135 Mbps	\$5,890.00	\$4,462.00	\$3,845.00	\$6,000.00
180 Mbps	\$6,253.00	\$4,680.00	\$4,085.00	\$6,000.00
225 Mbps	\$6,560.00	\$4,885.00	\$4,239.00	\$6,000.00
270 Mbps	\$7,416.00	\$5,524.00	\$4,794.00	\$6,000.00
315 Mbps	\$8,178.00	\$6,090.00	\$5,287.00	\$6,000.00
360 Mbps	\$8,862.00	\$6,601.00	\$5,728.00	\$6,000.00

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405 Mbps	\$9,421.00	\$7,016.00	\$6,087.00	\$6,000.00
495 Mbps	\$10,481.00	\$7,807.00	\$6,772.00	\$6,000.00
540 Mbps	\$10,946.00	\$8,150.00	\$7,072.00	\$6,000.00
585 Mbps	\$11,308.00	\$8,423.00	\$7,310.00	\$6,000.00
622 Mbps	\$11,623.00	\$8,655.00	\$7,510.00	\$6,000.00

<b>Tiered OC48 Private Port</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Install NRC</b>
270 Mbps	\$9,816.00	\$7,524.00	\$6,494.00	\$10,000.00
500 Mbps	\$12,881.00	\$9,807.00	\$8,472.00	\$10,000.00
730 Mbps	\$15,773.00	\$11,901.00	\$10,309.00	\$10,000.00
960 Mbps	\$18,665.00	\$13,995.00	\$12,146.00	\$10,000.00
1190 Mbps	\$21,557.00	\$16,089.00	\$13,983.00	\$10,000.00
1420 Mbps	\$24,449.00	\$18,183.00	\$15,820.00	\$10,000.00
1650 Mbps	\$27,341.00	\$20,277.00	\$17,657.00	\$10,000.00
1880 Mbps	\$30,233.00	\$22,371.00	\$19,494.00	\$10,000.00
2110 Mbps	\$33,125.00	\$24,465.00	\$21,331.00	\$10,000.00
2340 Mbps	\$36,017.00	\$26,559.00	\$23,168.00	\$10,000.00
2488 Mbps	\$38,910.00	\$28,655.00	\$25,005.00	\$10,000.00

<b>Tiered Ethernet 10 Mbps Private Port</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Install NRC</b>
1 Mbps	\$198.00	\$152.00	\$100.00	\$1,000.00
2 Mbps	\$352.00	\$261.00	\$198.00	\$1,000.00
3 Mbps	\$399.00	\$286.00	\$210.00	\$1,000.00
4 Mbps	\$452.00	\$312.00	\$218.00	\$1,000.00
5 Mbps	\$505.00	\$337.00	\$225.00	\$1,000.00
6 Mbps	\$544.00	\$350.00	\$237.00	\$1,000.00
7 Mbps	\$583.00	\$363.00	\$249.00	\$1,000.00
8 Mbps	\$622.00	\$376.00	\$261.00	\$1,000.00
9 Mbps	\$661.00	\$389.00	\$273.00	\$1,000.00
10 Mbps	\$698.00	\$400.00	\$285.00	\$1,000.00

<b>Tiered Fast Ethernet 100 Mbps Private Port</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Install NRC</b>
10 Mbps	\$698.00	\$400.00	\$285.00	\$1,500.00
15 Mbps	\$884.00	\$543.00	\$385.00	\$1,500.00
20 Mbps	\$1,048.00	\$613.00	\$442.00	\$1,500.00
30 Mbps	\$1,211.00	\$682.00	\$499.00	\$1,500.00
40 Mbps	\$1,404.00	\$790.00	\$643.00	\$1,500.00
50 Mbps	\$1,570.00	\$882.00	\$665.00	\$1,500.00
60 Mbps	\$1,724.00	\$968.00	\$711.00	\$1,500.00
70 Mbps	\$1,867.00	\$1,047.00	\$771.00	\$1,500.00
80 Mbps	\$1,998.00	\$1,123.00	\$824.00	\$1,500.00
90 Mbps	\$2,118.00	\$1,190.00	\$875.00	\$1,500.00
100 Mbps	\$698.00	\$400.00	\$285.00	\$1,500.00

<b>Tiered Gigabit Ethernet (1000 Mbps) Private Port</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Install NRC</b>
100 Mbps	\$2,118.00	\$1,190.00	\$875.00	\$4,000.00
200 Mbps	\$4,029.00	\$2,243.00	\$1,597.00	\$4,000.00
300 Mbps	\$5,419.00	\$3,018.00	\$2,151.00	\$4,000.00
400 Mbps	\$6,391.00	\$3,555.00	\$2,535.00	\$4,000.00
500 Mbps	\$7,232.00	\$4,025.00	\$2,872.00	\$4,000.00
600 Mbps	\$7,875.00	\$4,383.00	\$3,124.00	\$4,000.00
700 Mbps	\$8,440.00	\$4,698.00	\$3,349.00	\$4,000.00
800 Mbps	\$8,927.00	\$4,970.00	\$3,544.00	\$4,000.00
900 Mbps	\$9,371.00	\$5,215.00	\$3,720.00	\$4,000.00

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1000 Mbps	\$9,773.00	\$5,440.00	\$3,880.00	\$4,000.00
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**(c) Precise Burstable Pricing.**

Precise Burstable DS3 (Precise Burstable Minimum = 3 Mbps) Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 3 Mbps	\$521.00	\$453.00	\$389.00	\$2,000.00
3.01 - 6 Mbps	\$518.00	\$418.00	\$345.00	\$2,000.00
6.01 - 9 Mbps	\$414.00	\$323.00	\$245.00	\$2,000.00
9.01 - 12 Mbps	\$396.00	\$296.00	\$235.00	\$2,000.00
12.01 - 15 Mbps	\$320.00	\$224.00	\$187.00	\$2,000.00
15.01 - 18 Mbps	\$189.00	\$151.00	\$120.00	\$2,000.00
18.01 - 21 Mbps	\$163.00	\$127.00	\$102.00	\$2,000.00
21.01 - 45 Mbps	\$118.00	\$89.00	\$67.00	\$2,000.00

Precise Burstable OC3 (Precise Burstable Minimum = 35 Mbps) Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 35 Mbps	\$96.70	\$69.90	\$61.30	\$4,000.00
35.01 - 45 Mbps	\$89.60	\$65.40	\$56.90	\$4,000.00
45.01 - 55 Mbps	\$81.40	\$59.30	\$51.40	\$4,000.00
55.01 - 65 Mbps	\$76.10	\$55.00	\$48.60	\$4,000.00
65.01 - 75 Mbps	\$72.20	\$52.10	\$45.60	\$4,000.00
75.01 - 85 Mbps	\$66.30	\$48.20	\$42.30	\$4,000.00
85.01 - 155 Mbps	\$64.00	\$46.50	\$40.00	\$4,000.00

Precise Burstable OC12 (Precise Burstable Minimum = 90 Mbps) Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 90 Mbps	\$69.60	\$53.80	\$44.60	\$6,000.00
90.01 - 135 Mbps	\$52.60	\$38.80	\$34.10	\$6,000.00
135.01 - 180 Mbps	\$48.60	\$35.60	\$31.20	\$6,000.00
180.01 - 225 Mbps	\$39.00	\$29.00	\$25.60	\$6,000.00
225.01 - 270 Mbps	\$36.40	\$27.20	\$23.80	\$6,000.00
270.01 - 315 Mbps	\$34.80	\$25.40	\$22.00	\$6,000.00
315.01 - 360 Mbps	\$31.80	\$24.00	\$20.20	\$6,000.00
360.01 - 622 Mbps	\$29.20	\$21.20	\$18.60	\$6,000.00

Precise Burstable OC48(Precise Burstable Minimum =270 Mbps) Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 270 Mbps	\$50.00	\$38.00	\$32.60	\$10,000.00
270.01 - 500 Mbps	\$34.60	\$26.40	\$22.80	\$10,000.00
500.01 - 730 Mbps	\$27.70	\$21.00	\$18.50	\$10,000.00
730.01 - 960 Mbps	\$24.80	\$18.60	\$15.90	\$10,000.00
960.01 - 1190 Mbps	\$21.80	\$16.60	\$14.00	\$10,000.00
1190.01 - 1420 Mbps	\$20.00	\$14.80	\$12.90	\$10,000.00
1420.01 - 1650 Mbps	\$18.40	\$14.00	\$11.80	\$10,000.00
1650.01 - 1880 Mbps	\$17.90	\$13.20	\$11.50	\$10,000.00
1880.01 - 2110 Mbps	\$17.40	\$12.80	\$11.10	\$10,000.00
2110.01 - 2488 Mbps	\$16.90	\$12.70	\$11.00	\$10,000.00

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Precise Burstable Ethernet 10 Mbps (Precise Burstable Minimum = 1 Mbps) Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 1.000 Mbps	\$208.60	\$157.40	\$115.00	\$1,000.00
1.001 - 2.000 Mbps	\$203.20	\$150.60	\$112.00	\$1,000.00
2.001 - 3.000 Mbps	\$139.60	\$101.40	\$73.80	\$1,000.00
3.001 - 4.000 Mbps	\$124.00	\$86.60	\$59.80	\$1,000.00
4.001 - 5.000 Mbps	\$108.00	\$71.20	\$48.20	\$1,000.00
5.001 - 6.000 Mbps	\$95.80	\$61.80	\$41.60	\$1,000.00
6.001 - 7.000 Mbps	\$88.40	\$54.00	\$36.80	\$1,000.00
7.001 - 10.000 Mbps	\$55.00	\$31.00	\$22.00	\$1,000.00

Precise Burstable Fast Ethernet 100 Mbps (Precise Burstable Minimum = 10 Mbps) Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 10.000 Mbps	\$55.00	\$31.00	\$22.00	\$1,500.00
10.001 - 15.000 Mbps	\$45.30	\$25.90	\$18.80	\$1,500.00
15.001 - 20.000 Mbps	\$44.40	\$25.40	\$18.50	\$1,500.00
20.001 - 30.000 Mbps	\$40.00	\$23.20	\$17.10	\$1,500.00
30.001 - 40.000 Mbps	\$34.40	\$18.50	\$14.10	\$1,500.00
40.001 - 50.000 Mbps	\$30.70	\$16.70	\$14.00	\$1,500.00
50.001 - 60.000 Mbps	\$28.90	\$15.90	\$11.60	\$1,500.00
60.001 - 70.000 Mbps	\$27.10	\$15.00	\$10.60	\$1,500.00
70.001 - 80.000 Mbps	\$24.30	\$13.25	\$9.90	\$1,500.00
80.001 - 90.000 Mbps	\$23.50	\$13.15	\$9.60	\$1,500.00
90.001 - 100.000 Mbps	\$21.70	\$12.40	\$8.90	\$1,500.00

Precise Burstable Gigabit Ethernet (Precise Burstable Minimum = 100 Mbps) Internet Port Other Access	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0.000 – 100 Mbps	\$21.10	\$12.00	\$8.55	\$4,000.00
100.001 – 150 Mbps	\$20.50	\$11.70	\$8.30	\$4,000.00
150.001 – 200 Mbps	\$19.50	\$11.10	\$7.80	\$4,000.00
200.001 – 250 Mbps	\$18.80	\$10.70	\$7.45	\$4,000.00
250.001 – 300 Mbps	\$18.00	\$10.25	\$7.05	\$4,000.00
300.001 – 350 Mbps	\$17.15	\$9.70	\$6.60	\$4,000.00
350.001 – 400 Mbps	\$16.25	\$9.25	\$6.20	\$4,000.00
400.001 – 500 Mbps	\$15.35	\$8.70	\$5.70	\$4,000.00
500.001 – 600 Mbps	\$14.55	\$8.15	\$5.30	\$4,000.00
600.001 – 700 Mbps	\$13.65	\$7.67	\$5.00	\$4,000.00
700.001 – 800 Mbps	\$12.75	\$7.12	\$4.60	\$4,000.00
800.001 – 900 Mbps	\$11.85	\$6.50	\$4.45	\$4,000.00
900.001 – 1000 Mbps	\$10.41	\$5.69	\$4.05	\$4,000.00

Precise Burstable DS3 (Precise Burstable Minimum = 3 Mbps) Private Port	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 3 Mbps	\$575.00	\$495.00	\$427.00	\$2,000.00
3.01 - 6 Mbps	\$566.00	\$456.00	\$377.00	\$2,000.00
6.01 - 9 Mbps	\$440.00	\$343.00	\$261.00	\$2,000.00
9.01 - 12 Mbps	\$416.00	\$314.00	\$249.00	\$2,000.00



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12.01 - 15 Mbps	\$338.00	\$238.00	\$199.00	\$2,000.00
15.01 - 18 Mbps	\$205.00	\$163.00	\$132.00	\$2,000.00
18.01 - 21 Mbps	\$177.00	\$139.00	\$112.00	\$2,000.00
21.01 - 45 Mbps	\$132.00	\$101.00	\$77.00	\$2,000.00

Precise Burstable OC3 (Precise Burstable Minimum = 35 Mbps) Private Port	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 35 Mbps	\$107.70	\$78.92	\$68.82	\$4,000.00
35.01 - 45 Mbps	\$100.12	\$73.39	\$63.91	\$4,000.00
45.01 - 55 Mbps	\$90.94	\$66.75	\$57.86	\$4,000.00
55.01 - 65 Mbps	\$84.56	\$61.96	\$54.08	\$4,000.00
65.01 - 75 Mbps	\$80.17	\$58.64	\$51.05	\$4,000.00
75.01 - 85 Mbps	\$73.79	\$54.21	\$47.27	\$4,000.00
85.01 - 155 Mbps	\$71.00	\$52.00	\$45.00	\$4,000.00

Precise Burstable OC12 (Precise Burstable Minimum = 90 Mbps) Private Port	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 90 Mbps	\$76.00	\$59.00	\$49.00	\$6,000.00
90.01 - 135 Mbps	\$58.62	\$43.58	\$38.08	\$6,000.00
135.01 - 180 Mbps	\$54.00	\$40.00	\$35.00	\$6,000.00
180.01 - 225 Mbps	\$44.00	\$33.00	\$29.00	\$6,000.00
225.01 - 270 Mbps	\$41.00	\$31.00	\$27.00	\$6,000.00
270.01 - 315 Mbps	\$39.00	\$29.00	\$25.00	\$6,000.00
315.01 - 360 Mbps	\$36.00	\$27.00	\$23.00	\$6,000.00
360.01 - 622 Mbps	\$33.00	\$24.00	\$21.00	\$6,000.00

Precise Burstable OC48 (Precise Burstable Minimum =270 Mbps) Private Port	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 270 Mbps	\$55.00	\$42.00	\$36.00	\$10,000.00
270.01 - 500 Mbps	\$39.00	\$30.00	\$26.00	\$10,000.00
500.01 - 730 Mbps	\$31.90	\$24.00	\$21.30	\$10,000.00
730.01 - 960 Mbps	\$28.60	\$21.40	\$18.30	\$10,000.00
960.01 - 1190 Mbps	\$25.00	\$19.00	\$16.20	\$10,000.00
1190.01 - 1420 Mbps	\$23.00	\$17.00	\$14.90	\$10,000.00
1420.01 - 1650 Mbps	\$21.00	\$16.00	\$13.60	\$10,000.00
1650.01 - 1880 Mbps	\$20.30	\$15.00	\$13.10	\$10,000.00
1880.01 - 2110 Mbps	\$19.60	\$14.40	\$12.70	\$10,000.00
2110.01 - 2488 Mbps	\$18.90	\$14.30	\$12.40	\$10,000.00

Precise Burstable Ethernet 10 Mbps (Precise Burstable Minimum = 1 Mbps) Private Port	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Install NRC
0 - 1.000 Mbps	\$227.00	\$170.00	\$124.00	\$1,000.00
1.001 - 2.000 Mbps	\$220.00	\$162.00	\$123.00	\$1,000.00
2.001 - 3.000 Mbps	\$152.00	\$110.00	\$80.00	\$1,000.00
3.001 - 4.000 Mbps	\$135.00	\$94.00	\$65.00	\$1,000.00
4.001 - 5.000 Mbps	\$118.00	\$78.00	\$53.00	\$1,000.00
5.001 - 6.000 Mbps	\$105.00	\$68.00	\$46.00	\$1,000.00
6.001 - 7.000 Mbps	\$97.00	\$60.00	\$41.00	\$1,000.00
7.001 - 10.000 Mbps	\$56.00	\$32.00	\$23.00	\$1,000.00

Precise Burstable Fast	Net Rate MRC	Net Rate MRC	Net Rate MRC	Install NRC
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<b>Ethernet 100 Mbps (Precise Burstable Minimum = 10 Mbps) Private Port</b>	<b>36 Month Term</b>	<b>48 Month Term</b>	<b>60 Month Term</b>	
0 - 10.000 Mbps	\$56.00	\$32.00	\$23.00	\$1,500.00
10.001 - 15.000 Mbps	\$50.00	\$29.00	\$21.00	\$1,500.00
15.001 - 20.000 Mbps	\$49.00	\$28.50	\$20.70	\$1,500.00
20.001 - 30.000 Mbps	\$44.00	\$26.00	\$19.00	\$1,500.00
30.001 - 40.000 Mbps	\$38.00	\$21.00	\$15.80	\$1,500.00
40.001 - 50.000 Mbps	\$34.00	\$19.00	\$15.60	\$1,500.00
50.001 - 60.000 Mbps	\$32.00	\$18.00	\$13.00	\$1,500.00
60.001 - 70.000 Mbps	\$30.00	\$17.00	\$12.00	\$1,500.00
70.001 - 80.000 Mbps	\$27.00	\$15.00	\$11.20	\$1,500.00
80.001 - 90.000 Mbps	\$26.00	\$15.00	\$10.80	\$1,500.00
90.001 - 100.000 Mbps	\$24.00	\$14.00	\$10.00	\$1,500.00

<b>Precise Burstable Gigabit Ethernet (Precise Burstable Minimum = 100 Mbps) Private Port</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Install NRC</b>
0.000 – 100 Mbps	\$24.00	\$14.00	\$10.00	\$4,000.00
100.001 – 150 Mbps	\$23.00	\$13.40	\$9.50	\$4,000.00
150.001 – 200 Mbps	\$22.00	\$12.80	\$9.00	\$4,000.00
200.001 – 250 Mbps	\$21.00	\$12.20	\$8.50	\$4,000.00
250.001 – 300 Mbps	\$20.00	\$11.60	\$8.00	\$4,000.00
300.001 – 350 Mbps	\$19.00	\$11.00	\$7.50	\$4,000.00
350.001 – 400 Mbps	\$18.00	\$10.40	\$7.00	\$4,000.00
400.001 – 500 Mbps	\$17.00	\$9.80	\$6.50	\$4,000.00
500.001 – 600 Mbps	\$16.00	\$9.20	\$6.00	\$4,000.00
600.001 – 700 Mbps	\$15.00	\$8.60	\$5.50	\$4,000.00
700.001 – 800 Mbps	\$14.00	\$7.97	\$5.05	\$4,000.00
800.001 – 900 Mbps	\$13.00	\$7.30	\$4.60	\$4,000.00
900.001 – 1000 Mbps	\$11.46	\$6.39	\$4.55	\$4,000.00

**1.4 NRC Discounts.**

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

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**3. 10 Gigabit Ethernet Internet Port Description and Pricing.** 10 Gigabit Ethernet Internet Ports provide Customer with access to the Internet. A 10 Gigabit Ethernet Internet Port's peak usage cannot exceed the Bandwidth Tier that is agreed upon between Customer and CenturyLink. "Bandwidth Tier" means the maximum bandwidth usage allowed on a 10 Gigabit Ethernet Internet Port; CenturyLink will not deliver traffic that exceeds the Bandwidth Tier. Customer understands that the SLA does not apply to any non-delivered traffic that results from exceeding the Bandwidth Tier limit. The Bandwidth Tier is indicated by checking the applicable checkbox in the pricing tables shown below. All 10 Gigabit Ethernet Internet Ports are subject to availability, and any additional 10 Gigabit Ethernet Internet Ports must be ordered via an amendment.

**Flat Rate.**

Flat Rate 10 Gigabit Ethernet Internet Port Other Access	Install NRC	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Bandwidth Tier
10 Gigabit Ethernet	\$20,000	\$30,690.00	\$24,085.00	\$19,904.00	N/A

Flat Rate 10 Gigabit Ethernet Private Port Access	Install NRC	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Bandwidth Tier
10 Gigabit Ethernet	\$20,000	\$33,431.00	\$27,155.00	\$22,450.00	N/A

**Tiered.**

Tiered 10 Gigabit Ethernet (10,000 Mbps) Internet Port Other Access	Install NRC	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Bandwidth Tier (Indicate the Bandwidth Tier by checking the box)
1000 Mbps	\$20,000.00	\$9,020.00	\$4,825.00	\$3,440.00	<input type="checkbox"/>
2000 Mbps	\$20,000.00	\$13,420.00	\$9,442.00	\$7,594.00	<input type="checkbox"/>
3000 Mbps	\$20,000.00	\$17,303.00	\$13,362.00	\$11,035.00	<input type="checkbox"/>
4000 Mbps	\$20,000.00	\$21,120.00	\$15,740.00	\$13,005.00	<input type="checkbox"/>
5000 Mbps	\$20,000.00	\$23,540.00	\$17,821.00	\$14,733.00	<input type="checkbox"/>
6000 Mbps	\$20,000.00	\$25,190.00	\$19,406.00	\$16,026.00	<input type="checkbox"/>
7000 Mbps	\$20,000.00	\$26,730.00	\$20,800.00	\$17,180.00	<input type="checkbox"/>
8000 Mbps	\$20,000.00	\$28,160.00	\$22,004.00	\$18,181.00	<input type="checkbox"/>
9000 Mbps	\$20,000.00	\$29,348.00	\$23,089.00	\$19,083.00	<input type="checkbox"/>
10,000 Mbps	\$20,000.00	\$30,690.00	\$24,085.00	\$19,904.00	<input type="checkbox"/>

Tiered 10 Gigabit Ethernet (10,000 Mbps) Private Port Access	Install NRC	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Bandwidth Tier (Indicate the Bandwidth Tier by checking the box)
1000 Mbps	\$20,000.00	\$9,773.00	\$5,440.00	\$3,880.00	<input type="checkbox"/>
2000 Mbps	\$20,000.00	\$13,282.00	\$10,646.00	\$8,565.00	<input type="checkbox"/>
3000 Mbps	\$20,000.00	\$18,537.00	\$15,065.00	\$12,446.00	<input type="checkbox"/>
4000 Mbps	\$20,000.00	\$21,862.00	\$17,746.00	\$14,668.00	<input type="checkbox"/>
5000 Mbps	\$20,000.00	\$24,739.00	\$20,092.00	\$16,618.00	<input type="checkbox"/>
6000 Mbps	\$20,000.00	\$26,938.00	\$21,879.00	\$18,076.00	<input type="checkbox"/>
7000 Mbps	\$20,000.00	\$28,871.00	\$23,451.00	\$19,378.00	<input type="checkbox"/>
8000 Mbps	\$20,000.00	\$30,537.00	\$24,809.00	\$20,506.00	<input type="checkbox"/>
9000 Mbps	\$20,000.00	\$32,056.00	\$26,032.00	\$21,524.00	<input type="checkbox"/>
10,000 Mbps	\$20,000.00	\$33,431.00	\$27,155.00	\$22,450.00	<input type="checkbox"/>

**Precise Burstable.**

*Precise Burstable 10 Gigabit Ethernet (10,000 Mbps) (Precise Burstable Minimum = 2,000 Mbps) Internet Port Other Access	Install NRC	Net Rate MRC 36 Month Term	Net Rate MRC 48 Month Term	Net Rate MRC 60 Month Term	Bandwidth Tier (Indicate the Bandwidth Tier by checking the box)
0.000 – 1,000 Mbps	\$20,000.00	\$10.40	\$5.67	\$4.03	<input type="checkbox"/>
1,000.001 – 2,000 Mbps	\$20,000.00	\$7.05	\$5.52	\$3.97	<input type="checkbox"/>

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2,000.001 – 3,000 Mbps	\$20,000.00	\$6.56	\$5.21	\$3.91	<input type="checkbox"/>
3,000.001 – 4,000 Mbps	\$20,000.00	\$5.80	\$4.60	\$3.80	<input type="checkbox"/>
4,000.001 – 5,000 Mbps	\$20,000.00	\$5.30	\$4.21	\$3.48	<input type="checkbox"/>
5,000.001 – 6,000 Mbps	\$20,000.00	\$4.81	\$3.82	\$3.15	<input type="checkbox"/>
6,000.001 – 7,000 Mbps	\$20,000.00	\$4.42	\$3.51	\$2.90	<input type="checkbox"/>
7,000.001 – 8,000 Mbps	\$20,000.00	\$4.12	\$3.27	\$2.70	<input type="checkbox"/>
8,000.001 – 9,000 Mbps	\$20,000.00	\$3.85	\$3.05	\$2.52	<input type="checkbox"/>
9,000.001 – 10,000 Mbps	\$20,000.00	\$3.64	\$2.89	\$2.39	<input type="checkbox"/>

\*Bandwidth restrictions may apply

<b>*Precise Burstable 10 Gigabit Ethernet (10,000 Mbps) (Precise Burstable Minimum = 2,000 Mbps) Private Port Access</b>	<b>Install NRC</b>	<b>Net Rate MRC 36 Month Term</b>	<b>Net Rate MRC 48 Month Term</b>	<b>Net Rate MRC 60 Month Term</b>	<b>Bandwidth Tier (Indicate the Bandwidth Tier by checking the box)</b>
0.000 – 1,000 Mbps	\$20,000.00	\$11.46	\$6.39	\$4.55	<input type="checkbox"/>
1,000.001 – 2,000 Mbps	\$20,000.00	\$7.77	\$6.23	\$4.48	<input type="checkbox"/>
2,000.001 – 3,000 Mbps	\$20,000.00	\$7.23	\$5.88	\$4.42	<input type="checkbox"/>
3,000.001 – 4,000 Mbps	\$20,000.00	\$6.39	\$5.19	\$4.29	<input type="checkbox"/>
4,000.001 – 5,000 Mbps	\$20,000.00	\$5.84	\$4.74	\$3.92	<input type="checkbox"/>
5,000.001 – 6,000 Mbps	\$20,000.00	\$5.30	\$4.30	\$3.55	<input type="checkbox"/>
6,000.001 – 7,000 Mbps	\$20,000.00	\$4.87	\$3.95	\$3.27	<input type="checkbox"/>
7,000.001 – 8,000 Mbps	\$20,000.00	\$4.54	\$3.69	\$3.05	<input type="checkbox"/>
8,000.001 – 9,000 Mbps	\$20,000.00	\$4.24	\$3.44	\$2.85	<input type="checkbox"/>
9,000.001 – 10,000 Mbps	\$20,000.00	\$4.01	\$3.26	\$2.69	<input type="checkbox"/>

\*Bandwidth restrictions may apply

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**ATTACHMENT 1**

**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

between  
("Customer")  
and

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

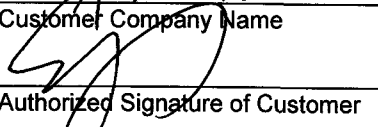
This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance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

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

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

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

City of Santa Fe.  
Customer Company Name

  
Authorized Signature of Customer

Erik Litzenberg  
Print or Type Name

City Manager  
Title

8-1-18  
Date

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

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

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

**2. Eligibility and Restrictions.** Customer must order all the applicable Service elements in the Managed Data Bundle at the same time under an Agreement with a 24 or 36, or 60 month Term. This offer 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 offer.

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

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

Eligible Rental CPE available with all Managed Data Bundle Port Types (Internet and Private)							
Bundle Types	CenturyLink IQ Networking Port Bandwidths						
	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps <sup>1</sup>	With ELA: 100 Mbps to 1Gbps <sup>2</sup>	DS3
Managed Data Bundle (ADTRAN)	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	ADTRAN 908e w/ SBC <sup>4</sup> or 1335P <sup>3</sup>	ADTRAN 5660 w/ SBC <sup>4</sup>	ADTRAN NV5305
Managed Data Bundle (Cisco)	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	N/A	Cisco 2951

<sup>1</sup>Bandwidths increase in 10 Mbps increments.

<sup>2</sup>Bandwidths increase in 100 Mbps increments.

<sup>3</sup>The 1335P only supports Ethernet speeds up to 10 Mbps.

<sup>4</sup>Session Border Controller.

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

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

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upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

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

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

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

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

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

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

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

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

**4. Term; Cancellation.**

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

**4.2 Cancellation.** Upon cancellation of a Managed Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Managed Data Bundle Port Cancellation Charge equal to: (i) 100% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Managed Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus (iii) 50% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Managed Data bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

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**4.3 Waiver of Cancellation Charges.**

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

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

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

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

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

<b>Rental CPE Routers that Support Add-On Connection Cards</b>	
<b>Router</b>	<b>CenturyLink IQ Data Bundle Bandwidth</b>
Cisco 2921-VSEC	DS1
Cisco 2921-VSEC	2xDS1
Cisco 2921-VSEC	3xDS1 and 4xDS1
Adtran 4430 and Cisco 2921-VSEC	5xDS1 through 8xDS1
Adtran 1335POE	Up to 10 Mbps
Adtran 5305 and Cisco 2951	DS3
Cisco 2921-VSEC	5 Mbps and 10 Mbps through 100 Mbps ELA in 10 Mbps increments
ADTRAN 5660 w/ SBC and Adtran 5660	100 Mbps through 1 Gbps in 100 Mbps increments

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

(a) **Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.



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<b>Description</b>	<b>NRC</b>
Add-On Connection Card Replacement Program	\$50 per Add-On Connection Card

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

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**ADDENDUM A  
CENTURYLINK IQ® MANAGED DATA BUNDLE PRICING**

The CPE Rental term and each Managed Data Bundle Port and Local Access circuit receiving Managed Data Bundle pricing will be subject to the Service Term set forth in the applicable pricing table. If Customer wishes to order a Managed Data Bundle that is not shown in the pricing tables below, Customer must enter into a separate written amendment that includes the applicable Managed Data Bundle.

Key to the symbols used in the following tables:

\* The Internet Port or Private Port Managed Data Bundle Port MRC will be used to calculate Contributory Charges.

\*\* The Customer's location must qualify for on-site maintenance.

# Customer may qualify for 5 Mbps In-Region ELA pricing (Promo Code: IQDBELAIR), which is an MRC of \$625 for a 24 month Service Term and \$585 for a 36 or 60 month Service Term. To qualify, Customer's Service Address must be located within the CenturyLink QC In-Region territory and use ELA. "In-Region" means the areas within the following states where Qwest Corporation d/b/a CenturyLink QC is the incumbent local exchange carrier: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. If Customer's location does not qualify, the MRC will be determined by the Product Pricer quote.

Pricing listed below is List Rate, and subject to discount on an ICB basis.

Managed Data Bundle 24 Month Service Term; 8x5 NBD Maintenance NxDS1 and DS3						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		Local Access MRC The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	Adtran	DBMS1	Select	\$339	\$374	TBD
		DBMC1	Comprehensive	\$369	\$404	
	Cisco	DBMS2	Select	\$398	\$433	
		DBMC2	Comprehensive	\$428	\$463	
2xDS1	Adtran	DBMS1	Select	\$545	\$605	TBD
		DBMC1	Comprehensive	\$575	\$635	
	Cisco	DBMS2	Select	\$645	\$705	
		DBMC2	Comprehensive	\$675	\$735	
3xDS1	Adtran	DBMS1	Select	\$733	\$815	TBD
		DBMC1	Comprehensive	\$763	\$845	
	Cisco	DBMS2	Select	\$870	\$953	
		DBMC2	Comprehensive	\$900	\$983	
4xDS1	Adtran	DBMS1	Select	\$876	\$976	TBD
		DBMC1	Comprehensive	\$906	\$1,006	
	Cisco	DBMS2	Select	\$1,043	\$1,142	
		DBMC2	Comprehensive	\$1,073	\$1,172	
5xDS1	Adtran	DBMS1	Select	\$1,170	\$1,305	TBD
		DBMC1	Comprehensive	\$1,200	\$1,335	
	Cisco	DBMS2	Select	\$1,395	\$1,530	
		DBMC2	Comprehensive	\$1,425	\$1,560	
6xDS1	Adtran	DBMS1	Select	\$1,483	\$1,655	TBD
		DBMC1	Comprehensive	\$1,513	\$1,685	
	Cisco	DBMS2	Select	\$1,770	\$1,943	
		DBMC2	Comprehensive	\$1,800	\$1,973	
7xDS1	Adtran	DBMS1	Select	\$1,829	\$2,043	TBD
		DBMC1	Comprehensive	\$1,859	\$2,073	
	Cisco	DBMS2	Select	\$2,186	\$2,400	
		DBMC2	Comprehensive	\$2,216	\$2,430	
8xDS1	Adtran	DBMS1	Select	\$2,045	\$2,285	TBD

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DS3	Cisco	DBMC1	Comprehensive	\$2,075	\$2,315	
		DBMS2	Select	\$2,445	\$2,685	
		DBMC2	Comprehensive	\$2,475	\$2,715	
	Adtran	DBMS1	Select	\$2,608	\$2,915	TBD
		DBMC1	Comprehensive	\$2,638	\$2,945	
	Cisco	DBMS2	Select	\$3,120	\$3,428	
		DBMC2	Comprehensive	\$3,150	\$3,458	

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Managed Data Bundle 24 Month Service Term; 8x5 NBD Maintenance Ethernet						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps #	Adtran	DBMS1	Select	\$367	\$409	TBD
		DBMC1	Comprehensive	\$397	\$439	
	Cisco	DBMS2	Select	\$437	\$479	
		DBMC2	Comprehensive	\$467	\$509	
10Mbps	Adtran	DBMS1	Select	\$505	\$565	TBD
		DBMC1	Comprehensive	\$535	\$595	
	Cisco	DBMS2	Select	\$605	\$665	
		DBMC2	Comprehensive	\$635	\$695	
20Mbps	Adtran	DBMS1	Select	\$551	\$617	TBD
		DBMC1	Comprehensive	\$581	\$647	
	Cisco	DBMS2	Select	\$661	\$727	
		DBMC2	Comprehensive	\$691	\$757	
30Mbps	Adtran	DBMS1	Select	\$689	\$773	TBD
		DBMC1	Comprehensive	\$719	\$803	
	Cisco	DBMS2	Select	\$829	\$913	
		DBMC2	Comprehensive	\$859	\$943	
40Mbps	Adtran	DBMS1	Select	\$896	\$1,007	TBD
		DBMC1	Comprehensive	\$926	\$1,037	
	Cisco	DBMS2	Select	\$1,081	\$1,192	
		DBMC2	Comprehensive	\$1,111	\$1,222	
50Mbps	Adtran	DBMS1	Select	\$988	\$1,111	TBD
		DBMC1	Comprehensive	\$1,018	\$1,141	
	Cisco	DBMS2	Select	\$1,193	\$1,316	
		DBMC2	Comprehensive	\$1,223	\$1,346	
60Mbps	Adtran	DBMS1	Select	\$1,080	\$1,215	TBD
		DBMC1	Comprehensive	\$1,110	\$1,245	
	Cisco	DBMS2	Select	\$1,305	\$1,440	
		DBMC2	Comprehensive	\$1,335	\$1,470	
70Mbps	Adtran	DBMS1	Select	\$1,138	\$1,280	TBD
		DBMC1	Comprehensive	\$1,168	\$1,310	
	Cisco	DBMS2	Select	\$1,375	\$1,518	
		DBMC2	Comprehensive	\$1,405	\$1,548	
80Mbps	Adtran	DBMS1	Select	\$1,195	\$1,345	TBD
		DBMC1	Comprehensive	\$1,225	\$1,375	
	Cisco	DBMS2	Select	\$1,445	\$1,595	
		DBMC2	Comprehensive	\$1,475	\$1,625	
90Mbps	Adtran	DBMS1	Select	\$1,253	\$1,410	TBD
		DBMC1	Comprehensive	\$1,283	\$1,440	
	Cisco	DBMS2	Select	\$1,515	\$1,673	
		DBMC2	Comprehensive	\$1,545	\$1,703	
100Mbps	Adtran	DBMS1	Select	\$1,310	\$1,475	TBD
		DBMC1	Comprehensive	\$1,340	\$1,505	
	Cisco	DBMS2	Select	\$1,585	\$1,750	
		DBMC2	Comprehensive	\$1,615	\$1,780	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

Managed Data Bundle 24 Month Service Term; 8x5 NBD Maintenance Ethernet						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Bundle Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricing Quoting Tool
				Internet*	Private*	
100Mbps	Adtran	BSGIQBUN2Y	Select	\$1,310	\$1,475	TBD
		BSGIQBUN2Y	Comprehensive	\$1,340	\$1,505	
200Mbps	Adtran	BSGIQBUN2Y	Select	\$2,064	\$2,288	TBD
		BSGIQBUN2Y	Comprehensive	\$2,094	\$2,318	
300Mbps	Adtran	BSGIQBUN2Y	Select	\$2,761	\$3,063	TBD
		BSGIQBUN2Y	Comprehensive	\$2,791	\$3,093	
400Mbps	Adtran	BSGIQBUN2Y	Select	\$3,245	\$3,600	TBD
		BSGIQBUN2Y	Comprehensive	\$3,275	\$3,630	
500Mbps	Adtran	BSGIQBUN2Y	Select	\$3,668	\$4,070	TBD
		BSGIQBUN2Y	Comprehensive	\$3,698	\$4,100	
600Mbps	Adtran	BSGIQBUN2Y	Select	\$3,990	\$4,428	TBD
		BSGIQBUN2Y	Comprehensive	\$4,020	\$4,458	
700Mbps	Adtran	BSGIQBUN2Y	Select	\$4,273	\$4,743	TBD
		BSGIQBUN2Y	Comprehensive	\$4,303	\$4,773	
800Mbps	Adtran	BSGIQBUN2Y	Select	\$4,518	\$5,015	TBD
		BSGIQBUN2Y	Comprehensive	\$4,548	\$5,045	
900Mbps	Adtran	BSGIQBUN2Y	Select	\$4,739	\$5,260	TBD
		BSGIQBUN2Y	Comprehensive	\$4,769	\$5,290	
1Gbps	Adtran	BSGIQBUN2Y	Select	\$4,941	\$5,485	TBD
		BSGIQBUN2Y	Comprehensive	\$4,971	\$5,515	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

Managed Data Bundle 36 Month Service Term; 8x5 NBD Maintenance NxDS1 and DS3						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	Adtran	DBMS1	Select	\$304	\$339	TBD
		DBMC1	Comprehensive	\$334	\$369	
	Cisco	DBMS2	Select	\$362	\$398	
		DBMC2	Comprehensive	\$392	\$428	
2xDS1	Adtran	DBMS1	Select	\$485	\$545	TBD
		DBMC1	Comprehensive	\$515	\$575	
	Cisco	DBMS2	Select	\$585	\$645	
		DBMC2	Comprehensive	\$615	\$675	
3xDS1	Adtran	DBMS1	Select	\$650	\$733	TBD
		DBMC1	Comprehensive	\$680	\$763	
	Cisco	DBMS2	Select	\$788	\$870	
		DBMC2	Comprehensive	\$818	\$900	
4xDS1	Adtran	DBMS1	Select	\$777	\$876	TBD
		DBMC1	Comprehensive	\$807	\$906	
	Cisco	DBMS2	Select	\$943	\$1,043	
		DBMC2	Comprehensive	\$973	\$1,073	
5xDS1	Adtran	DBMS1	Select	\$1,035	\$1,170	TBD
		DBMC1	Comprehensive	\$1,065	\$1,200	
	Cisco	DBMS2	Select	\$1,260	\$1,395	
		DBMC2	Comprehensive	\$1,290	\$1,425	
6xDS1	Adtran	DBMS1	Select	\$1,310	\$1,483	TBD
		DBMC1	Comprehensive	\$1,340	\$1,513	
	Cisco	DBMS2	Select	\$1,598	\$1,770	
		DBMC2	Comprehensive	\$1,628	\$1,800	
7xDS1	Adtran	DBMS1	Select	\$1,615	\$1,829	TBD
		DBMC1	Comprehensive	\$1,645	\$1,859	
	Cisco	DBMS2	Select	\$1,971	\$2,186	
		DBMC2	Comprehensive	\$2,001	\$2,216	
8xDS1	Adtran	DBMS1	Select	\$1,805	\$2,045	TBD
		DBMC1	Comprehensive	\$1,835	\$2,075	
	Cisco	DBMS2	Select	\$2,205	\$2,445	
		DBMC2	Comprehensive	\$2,235	\$2,475	
DS3	Adtran	DBMS1	Select	\$2,300	\$2,608	TBD
		DBMC1	Comprehensive	\$2,330	\$2,638	
	Cisco	DBMS2	Select	\$2,813	\$3,120	
		DBMC2	Comprehensive	\$2,843	\$3,150	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

Managed Data Bundle 36 Month Service Term; 8x5 NBD Maintenance Ethernet						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricing Quoting Tool
				Internet*	Private*	
5 Mbps #	Adtran	DBMS1	Select	\$325	\$367	TBD
		DBMC1	Comprehensive	\$355	\$397	
	Cisco	DBMS2	Select	\$395	\$437	
		DBMC2	Comprehensive	\$425	\$467	
10Mbps	Adtran	DBMS1	Select	\$445	\$505	TBD
		DBMC1	Comprehensive	\$475	\$535	
	Cisco	DBMS2	Select	\$545	\$605	
		DBMC2	Comprehensive	\$575	\$635	
20Mbps	Adtran	DBMS1	Select	\$485	\$551	TBD
		DBMC1	Comprehensive	\$515	\$581	
	Cisco	DBMS2	Select	\$595	\$661	
		DBMC2	Comprehensive	\$625	\$691	
30Mbps	Adtran	DBMS1	Select	\$605	\$689	TBD
		DBMC1	Comprehensive	\$635	\$719	
	Cisco	DBMS2	Select	\$745	\$829	
		DBMC2	Comprehensive	\$775	\$859	
40Mbps	Adtran	DBMS1	Select	\$785	\$896	TBD
		DBMC1	Comprehensive	\$815	\$926	
	Cisco	DBMS2	Select	\$970	\$1,081	
		DBMC2	Comprehensive	\$1,000	\$1,111	
50Mbps	Adtran	DBMS1	Select	\$865	\$988	TBD
		DBMC1	Comprehensive	\$895	\$1,018	
	Cisco	DBMS2	Select	\$1,070	\$1,193	
		DBMC2	Comprehensive	\$1,100	\$1,223	
60Mbps	Adtran	DBMS1	Select	\$945	\$1,080	TBD
		DBMC1	Comprehensive	\$975	\$1,110	
	Cisco	DBMS2	Select	\$1,170	\$1,305	
		DBMC2	Comprehensive	\$1,200	\$1,335	
70Mbps	Adtran	DBMS1	Select	\$995	\$1,138	TBD
		DBMC1	Comprehensive	\$1,025	\$1,168	
	Cisco	DBMS2	Select	\$1,233	\$1,375	
		DBMC2	Comprehensive	\$1,263	\$1,405	
80Mbps	Adtran	DBMS1	Select	\$1,045	\$1,195	TBD
		DBMC1	Comprehensive	\$1,075	\$1,225	
	Cisco	DBMS2	Select	\$1,295	\$1,445	
		DBMC2	Comprehensive	\$1,325	\$1,475	
90Mbps	Adtran	DBMS1	Select	\$1,095	\$1,253	TBD
		DBMC1	Comprehensive	\$1,125	\$1,283	
	Cisco	DBMS2	Select	\$1,358	\$1,515	
		DBMC2	Comprehensive	\$1,388	\$1,545	
100Mbps	Adtran	DBMS1	Select	\$1,145	\$1,310	TBD
		DBMC1	Comprehensive	\$1,175	\$1,340	
	Cisco	DBMS2	Select	\$1,420	\$1,585	
		DBMC2	Comprehensive	\$1,450	\$1,615	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

<b>Managed Data Bundle</b> <b>36 Month Service Term; 8x5 NBD Maintenance</b> <b>Ethernet</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Bundle Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
100Mbps	Adtran	BSGIQBUN3Y	Select	\$1,145	\$1,310	TBD
		BSGIQBUN3Y	Comprehensive	\$1,175	\$1,340	
200Mbps	Adtran	BSGIQBUN3Y	Select	\$1,847	\$2,047	TBD
		BSGIQBUN3Y	Comprehensive	\$1,877	\$2,077	
300Mbps	Adtran	BSGIQBUN3Y	Select	\$2,471	\$2,740	TBD
		BSGIQBUN3Y	Comprehensive	\$2,501	\$2,770	
400Mbps	Adtran	BSGIQBUN3Y	Select	\$2,904	\$3,222	TBD
		BSGIQBUN3Y	Comprehensive	\$2,934	\$3,252	
500Mbps	Adtran	BSGIQBUN3Y	Select	\$3,282	\$3,642	TBD
		BSGIQBUN3Y	Comprehensive	\$3,312	\$3,672	
600Mbps	Adtran	BSGIQBUN3Y	Select	\$3,569	\$3,961	TBD
		BSGIQBUN3Y	Comprehensive	\$3,599	\$3,991	
700Mbps	Adtran	BSGIQBUN3Y	Select	\$3,821	\$4,241	TBD
		BSGIQBUN3Y	Comprehensive	\$3,851	\$4,271	
800Mbps	Adtran	BSGIQBUN3Y	Select	\$4,041	\$4,485	TBD
		BSGIQBUN3Y	Comprehensive	\$4,071	\$4,515	
900Mbps	Adtran	BSGIQBUN3Y	Select	\$4,237	\$4,703	TBD
		BSGIQBUN3Y	Comprehensive	\$4,267	\$4,733	
1Gbps	Adtran	BSGIQBUN3Y	Select	\$4,419	\$4,905	TBD
		BSGIQBUN3Y	Comprehensive	\$4,449	\$4,935	



**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**  
**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

Managed Data Bundle 24 Month Service Term; 24 x 7 Maintenance – 4 hour response ** NxDS1 and DS3						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	Adtran	DBMS1x24	Select	\$362	\$398	TBD
		DBMC1x24	Comprehensive	\$392	\$428	
	Cisco	DBMS2x24	Select	\$421	\$456	
		DBMC2x24	Comprehensive	\$451	\$486	
2xDS1	Adtran	DBMS1x24	Select	\$585	\$645	TBD
		DBMC1x24	Comprehensive	\$615	\$675	
	Cisco	DBMS2x24	Select	\$685	\$745	
		DBMC2x24	Comprehensive	\$715	\$775	
3xDS1	Adtran	DBMS1x24	Select	\$788	\$870	TBD
		DBMC1x24	Comprehensive	\$818	\$900	
	Cisco	DBMS2x24	Select	\$925	\$1,008	
		DBMC2x24	Comprehensive	\$955	\$1,038	
4xDS1	Adtran	DBMS1x24	Select	\$943	\$1,043	TBD
		DBMC1x24	Comprehensive	\$973	\$1,073	
	Cisco	DBMS2x24	Select	\$1,109	\$1,209	
		DBMC2x24	Comprehensive	\$1,139	\$1,239	
5xDS1	Adtran	DBMS1x24	Select	\$1,260	\$1,395	TBD
		DBMC1x24	Comprehensive	\$1,290	\$1,425	
	Cisco	DBMS2x24	Select	\$1,485	\$1,620	
		DBMC2x24	Comprehensive	\$1,515	\$1,650	
6xDS1	Adtran	DBMS1x24	Select	\$1,598	\$1,770	TBD
		DBMC1x24	Comprehensive	\$1,628	\$1,800	
	Cisco	DBMS2x24	Select	\$1,885	\$2,058	
		DBMC2x24	Comprehensive	\$1,915	\$2,088	
7xDS1	Adtran	DBMS1x24	Select	\$1,971	\$2,186	TBD
		DBMC1x24	Comprehensive	\$2,001	\$2,216	
	Cisco	DBMS2x24	Select	\$2,328	\$2,542	
		DBMC2x24	Comprehensive	\$2,358	\$2,572	
8xDS1	Adtran	DBMS1x24	Select	\$2,205	\$2,445	TBD
		DBMC1x24	Comprehensive	\$2,235	\$2,475	
	Cisco	DBMS2x24	Select	\$2,605	\$2,845	
		DBMC2x24	Comprehensive	\$2,635	\$2,875	
DS3	Adtran	DBMS1x24	Select	\$2,813	\$3,120	TBD
		DBMC1x24	Comprehensive	\$2,843	\$3,150	
	Cisco	DBMS2x24	Select	\$3,325	\$3,633	
		DBMC2x24	Comprehensive	\$3,355	\$3,663	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

Managed Data Bundle 24 Month Service Term; 24 x 7 Maintenance – 4 hour response ** Ethernet						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps #	Adtran	DBMS1x24	Select	\$395	\$437	TBD
		DBMC1x24	Comprehensive	\$425	\$467	
	Cisco	DBMS2x24	Select	\$465	\$507	
		DBMC2x24	Comprehensive	\$495	\$537	
10Mbps	Adtran	DBMS1x24	Select	\$545	\$605	TBD
		DBMC1x24	Comprehensive	\$575	\$635	
	Cisco	DBMS2x24	Select	\$645	\$705	
		DBMC2x24	Comprehensive	\$675	\$735	
20Mbps	Adtran	DBMS1x24	Select	\$595	\$661	TBD
		DBMC1x24	Comprehensive	\$625	\$691	
	Cisco	DBMS2x24	Select	\$639	\$705	
		DBMC2x24	Comprehensive	\$669	\$735	
30Mbps	Adtran	DBMS1x24	Select	\$745	\$829	TBD
		DBMC1x24	Comprehensive	\$775	\$859	
	Cisco	DBMS2x24	Select	\$885	\$969	
		DBMC2x24	Comprehensive	\$915	\$999	
40Mbps	Adtran	DBMS1x24	Select	\$970	\$1,081	TBD
		DBMC1x24	Comprehensive	\$1,000	\$1,111	
	Cisco	DBMS2x24	Select	\$1,155	\$1,266	
		DBMC2x24	Comprehensive	\$1,185	\$1,296	
50Mbps	Adtran	DBMS1x24	Select	\$1,070	\$1,193	TBD
		DBMC1x24	Comprehensive	\$1,100	\$1,223	
	Cisco	DBMS2x24	Select	\$1,275	\$1,398	
		DBMC2x24	Comprehensive	\$1,305	\$1,428	
60Mbps	Adtran	DBMS1x24	Select	\$1,170	\$1,305	TBD
		DBMC1x24	Comprehensive	\$1,200	\$1,335	
	Cisco	DBMS2x24	Select	\$1,395	\$1,530	
		DBMC2x24	Comprehensive	\$1,425	\$1,560	
70Mbps	Adtran	DBMS1x24	Select	\$1,233	\$1,375	TBD
		DBMC1x24	Comprehensive	\$1,263	\$1,405	
	Cisco	DBMS2x24	Select	\$1,470	\$1,613	
		DBMC2x24	Comprehensive	\$1,500	\$1,643	
80Mbps	Adtran	DBMS1x24	Select	\$1,295	\$1,445	TBD
		DBMC1x24	Comprehensive	\$1,325	\$1,475	
	Cisco	DBMS2x24	Select	\$1,545	\$1,695	
		DBMC2x24	Comprehensive	\$1,575	\$1,725	
90Mbps	Adtran	DBMS1x24	Select	\$1,358	\$1,515	TBD
		DBMC1x24	Comprehensive	\$1,388	\$1,545	
	Cisco	DBMS2x24	Select	\$1,620	\$1,778	
		DBMC2x24	Comprehensive	\$1,650	\$1,808	
100Mbps	Adtran	DBMS1x24	Select	\$1,420	\$1,585	TBD
		DBMC1x24	Comprehensive	\$1,450	\$1,615	
	Cisco	DBMS2x24	Select	\$1,695	\$1,860	
		DBMC2x24	Comprehensive	\$1,725	\$1,890	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

<b>Managed Data Bundle</b> <b>24 Month Service Term; 24 x 7 Maintenance – 4 hour response **</b> <b>Ethernet</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Bundle Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
100Mbps	Adtran	BSGQBUN2Y	Select	\$1,420	\$1,585	TBD
		BSGQBUN2Y	Comprehensive	\$1,450	\$1,615	
200Mbps	Adtran	BSGQBUN2Y	Select	\$2,161	\$2,382	TBD
		BSGQBUN2Y	Comprehensive	\$2,191	\$2,412	
300Mbps	Adtran	BSGQBUN2Y	Select	\$2,858	\$3,157	TBD
		BSGQBUN2Y	Comprehensive	\$2,888	\$3,187	
400Mbps	Adtran	BSGQBUN2Y	Select	\$3,342	\$3,694	TBD
		BSGQBUN2Y	Comprehensive	\$3,372	\$3,724	
500Mbps	Adtran	BSGQBUN2Y	Select	\$3,765	\$4,164	TBD
		BSGQBUN2Y	Comprehensive	\$3,795	\$4,194	
600Mbps	Adtran	BSGQBUN2Y	Select	\$4,087	\$4,522	TBD
		BSGQBUN2Y	Comprehensive	\$4,117	\$4,552	
700Mbps	Adtran	BSGQBUN2Y	Select	\$4,370	\$4,837	TBD
		BSGQBUN2Y	Comprehensive	\$4,400	\$4,867	
800Mbps	Adtran	BSGQBUN2Y	Select	\$4,615	\$5,109	TBD
		BSGQBUN2Y	Comprehensive	\$4,645	\$5,139	
900Mbps	Adtran	BSGQBUN2Y	Select	\$4,836	\$5,354	TBD
		BSGQBUN2Y	Comprehensive	\$4,866	\$5,384	
1Gbps	Adtran	BSGQBUN2Y	Select	\$5,038	\$5,579	TBD
		BSGQBUN2Y	Comprehensive	\$5,068	\$5,609	

<b>Managed Data Bundle</b> <b>36 Month Service Term; 24 x 7 Maintenance – 4 hour response **</b> <b>NxDS1 and DS3</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
DS1	Adtran	DBMS1x24	Select	\$327	\$362	TBD
		DBMC1x24	Comprehensive	\$357	\$392	
	Cisco	DBMS2x24	Select	\$386	\$421	
		DBMC2x24	Comprehensive	\$416	\$451	
2xDS1	Adtran	DBMS1x24	Select	\$525	\$585	TBD
		DBMC1x24	Comprehensive	\$555	\$615	
	Cisco	DBMS2x24	Select	\$625	\$685	
		DBMC2x24	Comprehensive	\$655	\$715	
3xDS1	Adtran	DBMS1x24	Select	\$705	\$788	TBD
		DBMC1x24	Comprehensive	\$735	\$818	
	Cisco	DBMS2x24	Select	\$843	\$925	
		DBMC2x24	Comprehensive	\$873	\$955	
4xDS1	Adtran	DBMS1x24	Select	\$843	\$943	TBD
		DBMC1x24	Comprehensive	\$873	\$973	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

	Cisco	DBMS2x24	Select	\$1,009	\$1,109	
		DBMC2x24	Comprehensive	\$1,039	\$1,139	
5xDS1	Adtran	DBMS1x24	Select	\$1,125	\$1,260	TBD
		DBMC1x24	Comprehensive	\$1,155	\$1,290	
	Cisco	DBMS2x24	Select	\$1,350	\$1,485	
		DBMC2x24	Comprehensive	\$1,380	\$1,515	
6xDS1	Adtran	DBMS1x24	Select	\$1,425	\$1,598	TBD
		DBMC1x24	Comprehensive	\$1,455	\$1,628	
	Cisco	DBMS2x24	Select	\$1,713	\$1,885	
		DBMC2x24	Comprehensive	\$1,743	\$1,915	
7xDS1	Adtran	DBMS1x24	Select	\$1,757	\$1,971	TBD
		DBMC1x24	Comprehensive	\$1,787	\$2,001	
	Cisco	DBMS2x24	Select	\$2,114	\$2,328	
		DBMC2x24	Comprehensive	\$2,144	\$2,358	
8xDS1	Adtran	DBMS1x24	Select	\$1,965	\$2,205	TBD
		DBMC1x24	Comprehensive	\$1,995	\$2,235	
	Cisco	DBMS2x24	Select	\$2,365	\$2,605	
		DBMC2x24	Comprehensive	\$2,395	\$2,635	
DS3	Adtran	DBMS1x24	Select	\$2,505	\$2,813	TBD
		DBMC1x24	Comprehensive	\$2,535	\$2,843	
	Cisco	DBMS2x24	Select	\$3,018	\$3,325	
		DBMC2x24	Comprehensive	\$3,048	\$3,355	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**  
**CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

Managed Data Bundle 36 Month Service Term; 24 x 7 Maintenance – 4 hour response ** Ethernet						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
5 Mbps #	Adtran	DBMS1x24	Select	\$353	\$395	TBD
		DBMC1x24	Comprehensive	\$383	\$425	
	Cisco	DBMS2x24	Select	\$423	\$465	
		DBMC2x24	Comprehensive	\$453	\$495	
10Mbps	Adtran	DBMS1x24	Select	\$485	\$545	TBD
		DBMC1x24	Comprehensive	\$515	\$575	
	Cisco	DBMS2x24	Select	\$585	\$645	
		DBMC2x24	Comprehensive	\$615	\$675	
20Mbps	Adtran	DBMS1x24	Select	\$529	\$595	TBD
		DBMC1x24	Comprehensive	\$559	\$625	
	Cisco	DBMS2x24	Select	\$639	\$705	
		DBMC2x24	Comprehensive	\$669	\$735	
30Mbps	Adtran	DBMS1x24	Select	\$661	\$745	TBD
		DBMC1x24	Comprehensive	\$691	\$775	
	Cisco	DBMS2x24	Select	\$801	\$885	
		DBMC2x24	Comprehensive	\$831	\$915	
40Mbps	Adtran	DBMS1x24	Select	\$859	\$970	TBD
		DBMC1x24	Comprehensive	\$889	\$1,000	
	Cisco	DBMS2x24	Select	\$1,044	\$1,155	
		DBMC2x24	Comprehensive	\$1,074	\$1,185	
50Mbps	Adtran	DBMS1x24	Select	\$947	\$1,070	TBD
		DBMC1x24	Comprehensive	\$977	\$1,100	
	Cisco	DBMS2x24	Select	\$1,152	\$1,275	
		DBMC2x24	Comprehensive	\$1,182	\$1,305	
60Mbps	Adtran	DBMS1x24	Select	\$1,035	\$1,170	TBD
		DBMC1x24	Comprehensive	\$1,065	\$1,200	
	Cisco	DBMS2x24	Select	\$1,260	\$1,395	
		DBMC2x24	Comprehensive	\$1,290	\$1,425	
70Mbps	Adtran	DBMS1x24	Select	\$1,090	\$1,233	TBD
		DBMC1x24	Comprehensive	\$1,120	\$1,263	
	Cisco	DBMS2x24	Select	\$1,328	\$1,470	
		DBMC2x24	Comprehensive	\$1,358	\$1,500	
80Mbps	Adtran	DBMS1x24	Select	\$1,145	\$1,295	TBD
		DBMC1x24	Comprehensive	\$1,175	\$1,325	
	Cisco	DBMS2x24	Select	\$1,395	\$1,545	
		DBMC2x24	Comprehensive	\$1,425	\$1,575	
90Mbps	Adtran	DBMS1x24	Select	\$1,200	\$1,358	TBD
		DBMC1x24	Comprehensive	\$1,230	\$1,388	
	Cisco	DBMS2x24	Select	\$1,463	\$1,620	
		DBMC2x24	Comprehensive	\$1,493	\$1,650	
100Mbps	Adtran	DBMS1x24	Select	\$1,255	\$1,420	TBD
		DBMC1x24	Comprehensive	\$1,285	\$1,450	
	Cisco	DBMS2x24	Select	\$1,530	\$1,695	
		DBMC2x24	Comprehensive	\$1,560	\$1,725	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
CENTURYLINK IQ® MANAGED DATA BUNDLE OFFER ATTACHMENT**

<b>Managed Data Bundle</b> <b>36 Month Service Term; 24 x 7 Maintenance – 4 hour response **</b> <b>Ethernet</b>						
Bandwidth	Rental CPE	Promo Code	Solution	Managed Data Bundle Port MRC includes Port, NMS, and Rental CPE		Local Access MRC  The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
100Mbps	Adtran	BSGQBUN3Y	Select	\$1,255	\$1,420	TBD
		BSGQBUN3Y	Comprehensive	\$1,285	\$1,450	
200Mbps	Adtran	BSGQBUN3Y	Select	\$2,009	\$2,233	TBD
		BSGQBUN3Y	Comprehensive	\$2,039	\$2,263	
300Mbps	Adtran	BSGQBUN3Y	Select	\$2,706	\$3,008	TBD
		BSGQBUN3Y	Comprehensive	\$2,736	\$3,038	
400Mbps	Adtran	BSGQBUN3Y	Select	\$3,190	\$3,545	TBD
		BSGQBUN3Y	Comprehensive	\$3,220	\$3,575	
500Mbps	Adtran	BSGQBUN3Y	Select	\$3,613	\$4,015	TBD
		BSGQBUN3Y	Comprehensive	\$3,643	\$4,045	
600Mbps	Adtran	BSGQBUN3Y	Select	\$3,935	\$4,373	TBD
		BSGQBUN3Y	Comprehensive	\$3,965	\$4,403	
700Mbps	Adtran	BSGQBUN3Y	Select	\$4,218	\$4,688	TBD
		BSGQBUN3Y	Comprehensive	\$4,248	\$4,718	
800Mbps	Adtran	BSGQBUN3Y	Select	\$4,463	\$4,960	TBD
		BSGQBUN3Y	Comprehensive	\$4,493	\$4,990	
900Mbps	Adtran	BSGQBUN3Y	Select	\$4,684	\$5,205	TBD
		BSGQBUN3Y	Comprehensive	\$4,714	\$5,235	
1Gbps	Adtran	BSGQBUN3Y	Select	\$4,886	\$5,430	TBD
		BSGQBUN3Y	Comprehensive	\$4,916	\$5,460	

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
OFFER ATTACHMENT FOR  
CENTURYLINK IQ NETWORKING DATA CENTER CONNECTIVITY OFFER**

This CenturyLink QCC ("CenturyLink") offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, and the CenturyLink® Total Advantage® or CenturyLink® Loyal Advantage® Agreement ("Agreement") between Customer and CenturyLink. All capitalized terms used in this Attachment that are not defined herein will have the definition as set forth in the Agreement or Service Exhibit.

**1. Definitions.**

"Eligible Data Center" means a data center location which has been qualified by CenturyLink as eligible to receive the offer pricing specified below. Only the service address(es) specified below are considered Eligible Data Centers.

"Eligible Access" means (a) an On-Net Local Access circuit that uses a 1 Gigabit, a 2.5 Gigabit, or a 10 Gigabit handoff to connect the Eligible Data Center to CenturyLink's network, or (b) Data Center Access when used with a CenturyLink IQ + Cloud Port.

"Eligible Port" means a CenturyLink IQ Networking Internet Port, Private Port, or CenturyLink IQ + Cloud Port of either 1 Gbps or 10 Gbps capacity that uses the Precise Burstable billing methodology and provides IP connectivity to Customer's equipment located within the Eligible Data Center location(s) specified below.

**2. Scope.** The purpose of this Attachment is to provide offer pricing for Eligible Ports and Eligible Access. Unless approved by CenturyLink, offer pricing for CenturyLink IQ Networking Service and Local Access Service is exclusive of, and may not be combined with any other offers, promotions, or discounts and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits. If a CenturyLink IQ + Cloud Port is used, the domestic CenturyLink IQ Networking Service Exhibit must include CenturyLink IQ + Cloud Port terms and conditions, which were added on January 12, 2016.

**3. Eligibility and Restrictions.** The minimum service term ("Service Term") for each Eligible Port and Eligible Access may be 12, 24 or 36 months. Customer must order the Eligible Port and related Eligible Access at the same time and for the same Service Term. The offer pricing set forth below is available to Customers that are: (a) purchasing a new Eligible Port and new Eligible Access; or (b) restarting the same length Service Term of an existing Eligible Port and related Eligible Access which have no more than 25% of the months remaining in their Service Term. For example, an existing Service Term of 36 months could have no more than nine months remaining to be considered eligible and a new 36 month Service Term would be required. Eligible Ports and Eligible Access are subject to availability and their specific location and availability must be qualified and approved by CenturyLink at CenturyLink's sole discretion. If an Eligible Port or Eligible Access is canceled before its Service Term is completed, then Customer must pay CenturyLink a Cancellation Charge equal to the Eligible Port's offer pricing MRC shown below multiplied by the number of months remaining in the Service Term. After the completion of the applicable Service Term for each Eligible Port and Eligible Access : (c) the term will continue on a month-to-month basis until canceled by either party with 60 days' notice and (d) offer pricing will continue to apply, however CenturyLink reserves the right to modify rates or discontinue offer pricing with 60 days' notice. In order to receive the offer pricing shown below, Customer must sign and return an Agreement or Amendment that includes this Attachment and all of the applicable Service Exhibits. This offer 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 offer.

**4. Offer Pricing.** The following CenturyLink IQ Networking Eligible Port offer pricing MRCs shown below will be used to calculate Contributory Charges. Any Eligible Ports not shown below must be incorporated via an amendment. Offer pricing does not apply to any service addresses that are not specified as Eligible Data Centers. The Service Term for existing Eligible Ports and related Eligible Access will restart on the Attachment Effective Date.

**4.1 Eligible Data Center locations.** The following location(s) have been qualified as Eligible Data Centers. The parties may sign another offer attachment which specifies additional Eligible Data Center locations.

Eligible Data Center Service Address (including Suite or Floor, if applicable)

**4.2 Precise Burstable Net Rate Pricing.**

Precise Burstable Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Internet Port	12 Month Service Term MRC per Mbps* (promo code NSP-259629)	24 Month Service Term MRC per Mbps* (promo code NSP-259629)	36 Month Service Term MRC per Mbps* (promo code NSP-259629)	NRC per Port**
0.000 – 100 Mbps	\$3.42	\$3.25	\$3.09	\$4,000
100.001 – 150 Mbps	\$3.42	\$3.25	\$3.09	\$4,000
150.001 - 200 Mbps	\$3.42	\$3.25	\$3.09	\$4,000
200.001 - 250 Mbps	\$2.00	\$1.90	\$1.80	\$4,000
250.001 - 300 Mbps	\$2.00	\$1.90	\$1.80	\$4,000

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300.001 - 350 Mbps	\$1.52	\$1.44	\$1.37	\$4,000
350.001 - 400 Mbps	\$1.52	\$1.44	\$1.37	\$4,000
400.001 - 500 Mbps	\$1.28	\$1.22	\$1.16	\$4,000
500.001 - 600 Mbps	\$1.14	\$1.08	\$1.03	\$4,000
600.001 - 700 Mbps	\$0.87	\$0.83	\$0.79	\$4,000
700.001 - 800 Mbps	\$0.87	\$0.83	\$0.79	\$4,000
800.001 - 900 Mbps	\$0.87	\$0.83	\$0.79	\$4,000
900.001 - 1000 Mbps	\$0.87	\$0.83	\$0.79	\$4,000

\*Includes Eligible Access. Special Construction and Local Access ancillary fees not included.

\*\* CenturyLink will waive 100% of the installation NRC.

<b>Precise Burstable 10 Gigabit Ethernet (10,000 Mbps) Precise Burstable Minimum = 1000 Mbps Internet Port</b>	<b>12 Month Service Term MRC per Mbps* (promo code NSP-259629)</b>	<b>24 Month Service Term MRC per Mbps* (promo code NSP-259629)</b>	<b>36 Month Service Term MRC per Mbps* (promo code NSP-259629)</b>	<b>NRC per Port**</b>
0.000 - 1,000 Mbps	\$0.87	\$0.83	\$0.79	\$20,000
1,000.001 - 2,000 Mbps	\$0.87	\$0.83	\$0.79	\$20,000
2,000.001 - 3,000 Mbps	\$0.67	\$0.63	\$0.60	\$20,000
3,000.001 - 4,000 Mbps	\$0.60	\$0.57	\$0.54	\$20,000
4,000.001 - 5,000 Mbps	\$0.56	\$0.53	\$0.51	\$20,000
5,000.001 - 6,000 Mbps	\$0.54	\$0.51	\$0.49	\$20,000
6,000.001 - 7,000 Mbps	\$0.49	\$0.47	\$0.45	\$20,000
7,000.001 - 8,000 Mbps	\$0.49	\$0.47	\$0.45	\$20,000
8,000.001 - 9,000 Mbps	\$0.49	\$0.47	\$0.45	\$20,000
9,000.001 - 10,000 Mbps	\$0.49	\$0.47	\$0.45	\$20,000

\*Includes Eligible Access. Special Construction and Local Access ancillary fees not included.

\*\*CenturyLink will waive 100% of the installation NRC.

<b>Precise Burstable Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Private Port or CenturyLink IQ + Cloud Port</b>	<b>12 Month Service Term MRC per Mbps* (promo code NSP-259629)</b>	<b>24 Month Service Term MRC per Mbps* (promo code NSP-259629)</b>	<b>36 Month Service Term MRC per Mbps* (promo code NSP-259629)</b>	<b>NRC per Port**</b>
0.000 - 100 Mbps	\$4.04	\$3.84	\$3.65	\$4,000
100.001 - 150 Mbps	\$4.04	\$3.84	\$3.65	\$4,000
150.001 - 200 Mbps	\$4.04	\$3.84	\$3.65	\$4,000
200.001 - 250 Mbps	\$2.81	\$2.67	\$2.53	\$4,000
250.001 - 300 Mbps	\$2.81	\$2.67	\$2.53	\$4,000
300.001 - 350 Mbps	\$2.39	\$2.27	\$2.16	\$4,000
350.001 - 400 Mbps	\$2.39	\$2.27	\$2.16	\$4,000
400.001 - 500 Mbps	\$2.19	\$2.08	\$1.97	\$4,000
500.001 - 600 Mbps	\$1.90	\$1.81	\$1.72	\$4,000
600.001 - 700 Mbps	\$1.19	\$1.13	\$1.08	\$4,000
700.001 - 800 Mbps	\$1.19	\$1.13	\$1.08	\$4,000
800.001 - 900 Mbps	\$1.19	\$1.13	\$1.08	\$4,000
900.001 - 1000 Mbps	\$1.19	\$1.13	\$1.08	\$4,000

\* Includes Eligible Access. Special Construction and Local Access ancillary fees not included.

\*\* CenturyLink will waive 100% of the installation NRC.

<b>Precise Burstable 10 Gigabit Ethernet (10,000 Mbps) Precise Burstable Minimum = 1000 Mbps Private Port or CenturyLink IQ + Cloud Port</b>	<b>12 Month Service Term MRC per Mbps* (promo code QDC2P10GPB1)</b>	<b>24 Month Service Term MRC per Mbps* (promo code QDC2P10GPB2)</b>	<b>36 Month Service Term MRC per Mbps* (promo code QDC2P10GPB3)</b>	<b>NRC per Port**</b>
0.000 - 1,000 Mbps	\$1.19	\$1.13	\$1.08	\$20,000
1,000.001 - 2,000 Mbps	\$1.19	\$1.13	\$1.08	\$20,000
2,000.001 - 3,000 Mbps	\$0.89	\$0.85	\$0.81	\$20,000
3,000.001 - 4,000 Mbps	\$0.79	\$0.75	\$0.71	\$20,000



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4,000.001 – 5,000 Mbps	\$0.74	\$0.70	\$0.66	\$20,000
5,000.001 – 6,000 Mbps	\$0.70	\$0.67	\$0.63	\$20,000
6,000.001 – 7,000 Mbps	\$0.66	\$0.62	\$0.59	\$20,000
7,000.001 – 8,000 Mbps	\$0.66	\$0.62	\$0.59	\$20,000
8,000.001 – 9,000 Mbps	\$0.66	\$0.62	\$0.59	\$20,000
9,000.001 – 10,000 Mbps	\$0.66	\$0.62	\$0.59	\$20,000

\*Includes Eligible Access. Special Construction and Local Access ancillary fees not included.

\*\*CenturyLink will waive 100% of the installation NRC.

**4.2 Flat / Tiered Net Rate Pricing.**

Flat / Tiered Gigabit Ethernet (1000 Mbps) Internet Port	12 Month Service Term MRC* (promo code NSP- 282339)	24 Month Service Term MRC* (promo code NSP- 282339)	36 Month Service Term MRC* (promo code NSP- 282339)	NRC per Port**
100 Mbps	\$342.00	\$325.00	\$309.00	\$4,000
200 Mbps	\$399.00	\$379.00	\$360.00	\$4,000
300 Mbps	\$456.00	\$433.00	\$411.00	\$4,000
400 Mbps	\$513.00	\$487.00	\$463.00	\$4,000
500 Mbps	\$570.00	\$542.00	\$515.00	\$4,000
600 Mbps	\$622.00	\$591.00	\$561.00	\$4,000
700 Mbps	\$675.00	\$641.00	\$609.00	\$4,000
800 Mbps	\$722.00	\$686.00	\$652.00	\$4,000
900 Mbps	\$770.00	\$732.00	\$695.00	\$4,000
1000 Mbps	\$874.00	\$830.00	\$789.00	\$4,000
1000 Mbps	\$874.00	\$830.00	\$789.00	\$4,000
2000 Mbps	\$1,330.00	\$1,264.00	\$1,201.00	\$4,000
3000 Mbps	\$1,786.00	\$1,697.00	\$1,612.00	\$4,000
4000 Mbps	\$2,242.00	\$2,130.00	\$2,024.00	\$4,000
5000 Mbps	\$2,698.00	\$2,563.00	\$2,435.00	\$4,000
6000 Mbps	\$3,149.00	\$2,992.00	\$2,842.00	\$4,000
7000 Mbps	\$3,601.00	\$3,421.00	\$3,250.00	\$4,000
8000 Mbps	\$4,038.00	\$3,836.00	\$3,644.00	\$4,000
9000 Mbps	\$4,475.00	\$4,251.00	\$4,038.00	\$4,000
10,000 Mbps	\$4,940.00	\$4,693.00	\$4,458.00	\$4,000

\*Includes Eligible Access. Special Construction and Local Access ancillary fees not included.

\*\*CenturyLink will waive 100% of the installation NRC.

Flat / Tiered Gigabit Ethernet (1000 Mbps) Private Port	12 Month Service Term MRC* (promo code NSP- 282339)	24 Month Service Term MRC* (promo code NSP- 282339)	36 Month Service Term MRC* (promo code NSP- 282339)	NRC per Port**
100 Mbps	\$404.00	\$384.00	\$365.00	\$4,000
200 Mbps	\$561.00	\$533.00	\$506.00	\$4,000
300 Mbps	\$717.00	\$681.00	\$647.00	\$4,000
400 Mbps	\$874.00	\$830.00	\$789.00	\$4,000
500 Mbps	\$950.00	\$903.00	\$858.00	\$4,000
600 Mbps	\$998.00	\$948.00	\$901.00	\$4,000
700 Mbps	\$1,045.00	\$993.00	\$943.00	\$4,000
800 Mbps	\$1,093.00	\$1,038.00	\$986.00	\$4,000
900 Mbps	\$1,140.00	\$1,083.00	\$1,029.00	\$4,000
1000 Mbps	\$1,192.00	\$1,132.00	\$1,075.00	\$4,000
1000 Mbps	\$1,192.00	\$1,132.00	\$1,075.00	\$4,000
2000 Mbps	\$1,786.00	\$1,697.00	\$1,612.00	\$4,000
3000 Mbps	\$2,370.00	\$2,252.00	\$2,139.00	\$4,000
4000 Mbps	\$2,940.00	\$2,793.00	\$2,653.00	\$4,000

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5000 Mbps	\$3,515.00	\$3,339.00	\$3,172.00	\$4,000
6000 Mbps	\$4,085.00	\$3,881.00	\$3,687.00	\$4,000
7000 Mbps	\$4,655.00	\$4,422.00	\$4,201.00	\$4,000
8000 Mbps	\$5,225.00	\$4,964.00	\$4,716.00	\$4,000
9000 Mbps	\$5,795.00	\$5,505.00	\$5,230.00	\$4,000
10,000 Mbps	\$6,555.00	\$6,227.00	\$5,916.00	\$4,000

\*Includes Eligible Access. Special Construction and Local Access ancillary fees not included.

\*\*CenturyLink will waive 100% of the installation NRC.

**5. Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibit(s). The offer pricing will become effective for existing Eligible Ports as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. In the event of any conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. All other terms set forth in the Agreement will remain in effect. This Attachment, the CenturyLink IQ Networking Service Exhibit and the Local Access Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
NETWORK-BASED SECURITY SERVICE EXHIBIT**

1. **General.** CenturyLink QCC will provide Network-Based Security Service ("NBS" or "Service") under the terms of the Agreement and this Service Exhibit.

2. **Service Description.** NBS is a CenturyLink security service that manages and monitors traffic between the Internet and Customer's separately purchased CenturyLink IQ® Networking Private Port network. CenturyLink will provide Service from a CenturyLink network facility, such as a POP or data center, which is determined by CenturyLink and is subject to relocation. Security features associated with NBS are implemented within CenturyLink's network. Customer may choose among various categories of security types, support levels, and security bandwidths. Service also includes a Web portal that is designed to assist Customer with certain self management and reporting functions. 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. Use of the Service outside of the United States is available, but additional terms and conditions will apply.

2.1 **Security Features.** The NBS security features are described below.

(a) **Firewall.** The managed firewall feature includes a set of related functions designed to allow or deny certain hosts or networks to communicate to each other, based on Customer's security policy. The managed firewall feature includes a network-based firewall instance, installation, configuration support, logging, reporting, and 24x7 monitoring of the firewall infrastructure.

(b) **VPN.**

(i) The virtual private network ("VPN") feature uses a variety of specialized protocols to support private encrypted communications through the Internet from a Customer location to the NBS platform. Customer is responsible for the provision and management of the equipment at its location that connects to the NBS platform and of the encrypted tunnel between the Customer-provided equipment and the NBS platform. Customer's use of CenturyLink technical support in connection with the VPN feature is limited to CenturyLink facilitating the encrypted connection between Customer equipment and the NBS platform.

(ii) If Customer or its End Users use remote access SSL VPN to access the NBS platform, Customer is responsible for procuring, installing and testing client VPN software on Customer's End User computers. A SSL VPN (Secure Sockets Layer virtual private network) is a form of VPN that can be used with a standard Web browser. The traffic between the Web browser and the SSL VPN device is encrypted with the SSL protocol. CenturyLink will configure user credentials for use with the Service to enable End User access to the NBS platform. There is a 20 End User limit if the End Users are provisioned directly on the NBS platform. For deployments exceeding 20 End Users, Customer must provide an authentication server, with the maximum number of End Users subject to CenturyLink's approval. Customer is responsible for the management (e.g., adding or deleting End Users) and security of the authentication server.

(iii) The parties will provide each other with necessary configuration information required for Customer to establish the VPN connection.

(c) **Windows Active Directory (AD) Integration for Single Sign-On.** The Windows AD Integration feature provides single sign-on capabilities to users with the help of agent software. The agent software sends information about user logins to the NBS platform. With user information such as IP address and user group membership, security policies can allow authenticated network access to users who belong to the appropriate user groups without requesting their credentials again. In addition to single sign-on, AD integration is beneficial as NBS reports provide better detail with regards to user and group information.

(d) **Intrusion Detection and Prevention.**

(i) The network intrusion detection and prevention features of the Service ("IDS/IPS") monitor Customer's network traffic on 24x7 basis for a list of attack and misuse signatures according to a pre-defined security policy specific to Customer's network environment. The policy may have an option to block and report on misused traffic.

(ii) The security policy is submitted by Customer to CenturyLink on a standard CenturyLink template and is subject to CenturyLink's approval. The security policy categorizes intrusion Events as either "low priority level," "medium priority level," or "high priority level." An "Event" means any security occurrence detected and reported by the IDS/IPS feature. An Event does not necessarily constitute an actual security incident. CenturyLink may update the security policy from time-to-time in order to address industry-wide changes in security needs. Customer may view the Event detail (including timestamp, attack type) on the NBS Web portal. Such reports contain information relating to low, medium, and high priority Events, including the time of the Event, the Event name, and a summary of attack statistics. Low, medium, and high priority Events are described below:

- **Low Priority.** A low priority Event identifies activity on a network that is not necessarily suspicious or malicious in nature, but may indicate a need for a more secure means of network implementation. An example of a low priority Event includes poor security practices.
- **Medium Priority.** A medium priority Event identifies activity that is suspicious in nature and may warrant investigation. An example of a medium priority Event includes network reconnaissance by an unknown source.
- **High Priority.** A high priority Event identifies activity that is potentially malicious in nature and requires immediate attention. An example of a high priority Event includes attempts to compromise Customer's network or attempts to gain privileged access to Customer's network.

(iii) CenturyLink will analyze high priority Events to determine if an Incident has occurred. An "Incident" means any single Event or collection of Events that have been determined by a CenturyLink IDS/IPS 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. If, upon

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NETWORK-BASED SECURITY SERVICE EXHIBIT**

investigation, an Event or series of Events is determined to be a high priority level Incident, CenturyLink will attempt to notify Customer via telephone or e-mail (as agreed upon between the parties) within fifteen minutes after such determination to consult with Customer to determine the most appropriate response to the Incident.

(e) **Content Filtering.** The content filtering feature is designed to block Web content based on Customer's policy settings. Customer is responsible for defining content filtering policies. Content Filtering events are detected, logged, and viewable by Customer on the NBS Web portal.

(f) **DLP.** Data leak prevention ("DLP") is a feature that is designed to detect, report and optionally block potential data leakage incidents by intercepting and inspecting traffic that is traversing between the Internet and Customer's Private Port network. The DLP feature is able to block or allow End User traffic that matches pre-defined data patterns and is based on Customer's rules and policies. DLP supports only certain protocols and file types.

**2.2 Security Types.** Service is available in three security types. Each security type contains a fixed set of NBS security features. The following table describes the NBS security features that are available for each security type.

Security Type ( D, E, or F)	Features that are included in the security type
Next Generation Internet (D)	Firewall and VPN features
Content Filtering (E)	Firewall, VPN, Remote User SSL VPN, Windows AD Integration and Content Filtering features
Complete Security (F)	Firewall, VPN, Remote User SSL VPN, Windows AD Integration, Content Filtering, IDS/IPS and DLP features

**2.3 Support Levels.** Support levels apply to Customer's security type, and not to each security feature. The following table describes each support level.

Support Level	Description of support included with the applicable support level
Standard (5)  Available only with Next Generation Internet (D) and Content Filtering (E)	<ul style="list-style-type: none"> <li>- CenturyLink-managed review of high priority Events</li> <li>- Policy change timeframe is 24 hours</li> <li>- Maintenance window for policy changes</li> <li>- One year log retention*</li> <li>- Co-management option is available</li> </ul> <p><b>Security Type:</b> Next Generation Internet</p> <ul style="list-style-type: none"> <li>- 15 policy changes per 12-month period (beginning from the Start of Service Date)</li> <li>- Maximum of five site-to-site VPNs</li> </ul> <p><b>Security Type:</b> Content Filtering</p> <ul style="list-style-type: none"> <li>- 20 policy changes per 12-month period (beginning from the Start of Service Date)</li> <li>- Maximum of ten site-to-site VPNs</li> </ul>
Unlimited (6)  Available only with Complete Security (F)	<ul style="list-style-type: none"> <li>- CenturyLink managed review of high priority Events</li> <li>- Unlimited policy changes per month</li> <li>- Policy change timeframe is 8 hours</li> <li>- Two urgent policy changes per month</li> <li>- CenturyLink will respond within two hours after an urgent policy change request</li> <li>- Maintenance window for policy changes</li> <li>- One year log retention*</li> <li>- Co-management option is available</li> <li>- 25 or more site-to-site VPNs, subject to CenturyLink's approval &amp; platform bandwidth limits</li> </ul>

\* CenturyLink does not retain logs after the log retention period has been completed.

**2.4 Security Bandwidth.** The security bandwidth level that Customer selects will be the maximum throughput for Customer traffic passing between Customer's CenturyLink IQ Network Private Port network and the Internet. CenturyLink may limit the maximum security bandwidth level available for purchase for a particular Service instance based on the security type, the security features, and the complexity of the policies selected.

**2.5 Web Portal.** Service includes access to a Web portal via Control Center that a Customer Administrator can access for information such as inventory, trouble ticketing, billing information and reports. CenturyLink will provide Customer up to three security tokens for access to the NBS Web portal. If Customer requests more than three security tokens, CenturyLink will provide the additional security tokens for an additional charge. Real-time logs are available for up to 30 days. Offline log retention periods are as specified in the Support Level table.

**2.6 Co-Management Option.** Customer may elect to co-manage the Service. CenturyLink will provide the designated Customer Administrators the ability to modify Service configurations via the Web portal. Change requests by CenturyLink will continue to be processed as per the applicable support level. Customer must notify CenturyLink of its intent to participate in the co-management option. The SLA does not apply if an SLA Goal is missed as a result of a Customer-initiated configuration.

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**2.7 CenturyLink Responsibilities.**

- (a) During deployment and initiation, CenturyLink will work with Customer to deploy new Service. CenturyLink will send Customer a welcome e-mail and conduct a kickoff call to introduce CenturyLink deployment specialists to Customer contacts and begin to assess Customer requirements.
- (b) CenturyLink will gather detailed information for the initial setup of Service and associated Service features. Most of the questions will be technical in nature and help determine the layout of Customer's network, including hosts on the network and desired security policies. A portion of the requested data will reflect Customer organization, and will include security contacts and escalation paths. Using the provided information, CenturyLink will work with Customer to understand the existing Customer environment and work with Customer to build a configuration and security policy used with NBS.
- (c) CenturyLink will provide ongoing service support, policy management, and record retention of all changes in accordance with the applicable support level.
- (d) CenturyLink will provide management of the NBS platform, system patches and upgrades, troubleshoot problems on the NBS platform.
- (e) CenturyLink will perform service configuration and implementation remotely.

**2.8 Customer Responsibilities.** CenturyLink may not be able to provide the Service if Customer's responsibilities are not met.

- (a) During deployment, Customer will work with CenturyLink to deploy Service.
- (b) Customer will provide CenturyLink with: (i) accurate and current contact information for Customer's designated points of contact; (ii) a primary and a secondary Customer contact; and (iii) an escalation path through the organization in the event that CenturyLink must contact Customer.
- (c) Customer will participate in a scheduled kickoff call to introduce team members, set expectations, and begin the assessment process.
- (d) Customer will be required to complete a form to provide detailed information about the network configuration and must work with CenturyLink in good faith to accurately assess Customer's network and environment.
- (e) Customer is required to provide hands on assistance for the purposes of troubleshooting and/or diagnosing technical difficulties.
- (f) On an annual basis, Customer agrees to work with CenturyLink to review configuration of the Service and identify required updates.
- (g) Customer is responsible for making agreed to changes to the network environment.
- (h) Customer is responsible for ensuring the desired network traffic and applicable segments are configured to route network traffic through the Service.
- (i) Customer must appropriately safeguard its login credentials to the Web portal, including not disclosing to any third party, and promptly notify CenturyLink if a compromise of credentials is suspected. 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 NBS, or that use common network features, have appropriate-security controls.
- (j) 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.
- (k) Customer represents and warrants that it has notified (including by means of appropriate internal use policies, where applicable, and by means of screen banners displayed on system log-in) its employees, vendors, contractors and other of its email network that communications or transmissions on the Customer's network are subject to monitoring, filtering, screening, or logging, and that to the extent required by law, such employees, vendors, contractors and other users have consented to such monitoring, filtering, screening or logging (which may include, where sufficient at law, implied consent). Customer is responsible for compliance with the laws and regulations applicable to such monitoring, filtering, screening or logging of network communications performed on its behalf by CenturyLink in any jurisdiction in which the Customer utilizes the Service, which may include prior consulting and informing of employee representative and regulatory registrations, such as with any relevant data protection authority (an "Authority"). CenturyLink will rely on this representation as evidence that all users of Customer's network have been made aware of such monitoring, filtering, screening or logging.
- (l) **Non-U.S. Locations.** For Service utilizing connections to Private Ports, POPs or data centers outside of the United States, Customer agrees to comply with all laws, including without limitation, all applicable laws regarding privacy, and agrees to comply with CenturyLink's additional terms and conditions in this section. While providing Service, CenturyLink will comply with applicable data privacy laws. However, Customer and CenturyLink agree that with regard to the Service, CenturyLink is acting as a data intermediary or data processor. CenturyLink is not a "data controller" or a "responsible organization" with respect to any personal data of Customer or Customer's end users or any other users of Customer's network which is collected by Customer and may be processed by CenturyLink in the course of providing the Service. Customer expressly agrees that, with respect to its use of the Service, Customer is

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responsible for providing any notices and obtaining any required consents concerning the Service that may be required to be provided to or obtained from its end user customers or network users by any applicable law or regulation. Customer is responsible for complying with all personal data protection laws and regulations regarding any personal data that Customer may collect. Customer shall notify CenturyLink in writing of any specific requests relating to the processing of personal data that it may request from CenturyLink. For EU locations, additional applicable terms and conditions will be provided at the time Customer places an order for such Service. Provision and use of the Service outside of the United States are expressly conditioned upon Customer's agreement to and compliance with all terms and conditions regarding such use.

**2.9 Administrative Access.** CenturyLink will exclusively maintain global administrative access to NBS platform at all times. CenturyLink maintains the root password for all security functions. All remote CenturyLink administration functions occur via an encrypted session. The Customer Administrator will only have administrative access to portions of Service relating to Customer's instance of Service. "Customer Administrator" means up to three designated Customer contacts that have relevant experience and expertise in Customer's network operations and the authority to access or modify content via the Web portal.

**2.10 Ongoing Management, Monitoring, and Reporting.** CenturyLink performs ongoing management, monitoring, and reporting. After NBS is installed on Customer's network, change requests are processed as set forth in the applicable support level that Customer has selected. Requests must be initiated by an approved Customer Administrator and will be submitted via the NBS Web portal or by calling the CenturyLink security operations center.

**2.11 Consent to Access and Use Customer Information.** Customer authorizes CenturyLink or its authorized vendor to access and use Customer's information associated with Customer's IP-network traffic (including content) from domestic locations and, if used, from international locations to provide NBS. Customer is responsible for complying with all laws and regulations in connection with its use of the Services, including, but not limited to: (a) with respect to personally identifiable information sent or received by Customer or its End Users, all privacy laws and regulations and (b) when traffic from an international location will sent to the NBS platform, advising End Users that their content or personal information is being transferred outside an international location and receiving any required consents. Additional requirements regarding Customer consent related to use of the Service in the EU will be provided at the time Customer places an order for such Service.

**2.12 Data Compilation.** Customer consents to CenturyLink's use of deep packet inspection methods to collect, gather and compile security event log 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 or combined 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 cybersecurity incidences. Customer specific data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain security event log data for as long as necessary or useful for its uses consistent with this Service Exhibit and with no obligation to provide to Customer beyond the retention periods outlined in the Support Levels section. Additional requirements regarding Customer consent related to use of the Service in the EU will be provided at the time Customer places an order for such Service.

**2.13 Excluded Services.** CenturyLink is not responsible for any services, systems, software or equipment Customer uses with NBS. CenturyLink will not: (a) 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); and (b) act as an end-user help desk to Customer's employees or End Users. All communication regarding the NBS will be between CenturyLink and Customer's approved Customer Administrator only.

**3. Charges.** Customer must pay all applicable MRCs and NRCs set forth in the attached pricing attachment or offer attachment. All charges are in U.S. dollars unless otherwise stated. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). The rates set forth in the applicable pricing attachment or offer attachment will be used to calculate Contributory Charges. Taxes are based on the location of the CenturyLink network location from where NBS is provisioned. Customer understands that Service is provided from a CenturyLink-designated POP or data center in CenturyLink's network and in certain circumstances, CenturyLink may find it necessary to relocate Service to another POP or data center in a different network location. Customer acknowledges that as a result of a relocation to a new Service location, the tax portion of Customer's bill could change to reflect Taxes based on the new location from which CenturyLink provides Service.

**4. Term; Cancellation.** The term for each new NBS Service instance will begin on the Start of Service Date and will continue for 12 months ("Service Term"). A Service instance means a Service combination that includes a security type, a support level and a security bandwidth. Customer may increase the security bandwidth, security type and/or support level of a Service instance at any time without restarting the Service Term. Customer may also decrease a Service instance's security bandwidth one time per 12-month period (as measured from the Start of Service Date) without restarting the Service Term. Upon expiration of the Service Term, Service will continue on a month-to-month basis 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 "Cancellation Charge" equal to (a) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived and (b) an amount equal to 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation.

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5. **Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, 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: (a) 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.
6. **E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.
7. **SLA.** Service is subject to the Network-Based Security 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 applicable SLA.
8. **AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably modify 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.

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NETWORK-BASED SECURITY SERVICE EXHIBIT**

**PRICING ATTACHMENT**

1. **Charges.** Customer will pay the following charges. A single MRC that includes the applicable security type and support level MRC plus the applicable security bandwidth MRC will appear as a single line item on Customer's invoice for each NBS Service instance. The NRC also applies to each NBS Service instance.

**1.1 Network Based Security MRC Charges.**

Security Bandwidth	Security Type & Support Level Promo Code: NBS LIST		
	Next Generation Internet (D) Standard Support (5)	Content Filtering (E) Standard Support (5)	Complete Security (F) Unlimited Support (6)
	MRC	MRC	MRC
1 Mbps	\$330.00	\$660.00	\$1,470.00
2 Mbps	\$350.00	\$690.00	\$1,510.00
3 Mbps	\$390.00	\$730.00	\$1,550.00
4 Mbps	\$405.00	\$760.00	\$1,570.00
5Mbps	\$420.00	\$790.00	\$1,600.00
6 Mbps	\$445.00	\$830.00	\$1,640.00
7 Mbps	\$475.00	\$860.00	\$1,660.00
8 Mbps	\$500.00	\$890.00	\$1,690.00
9 Mbps	\$525.00	\$890.00	\$1,700.00
10 Mbps	\$550.00	\$920.00	\$1,740.00
20 Mbps	\$625.00	\$990.00	\$1,800.00
30 Mbps	\$700.00	\$1,130.00	\$1,940.00
40 Mbps	\$775.00	\$1,260.00	\$2,070.00
50 Mbps	\$850.00	\$1,380.00	\$2,180.00
60 Mbps	\$920.00	\$1,480.00	\$2,280.00
70 Mbps	\$990.00	\$1,570.00	\$2,380.00
80 Mbps	\$1,060.00	\$1,660.00	\$2,460.00
90 Mbps	\$1,130.00	\$1,730.00	\$2,540.00
100 Mbps	\$1,200.00	\$1,800.00	\$2,620.00
200 Mbps	\$1,475.00	\$2,940.00	\$3,760.00
300 Mbps	\$1,750.00	\$3,610.00	\$4,430.00
400 Mbps	\$2,025.00	\$4,160.00	\$4,970.00
500 Mbps	\$2,300.00	\$4,650.00	\$5,450.00
600 Mbps	\$2,720.00	\$5,000.00	
700 Mbps	\$3,140.00	\$5,330.00	
800 Mbps	\$3,560.00		
900 Mbps	\$3,980.00		
1000 Mbps	\$4,400.00		
2000 Mbps	\$6,430.00		
3000 Mbps	\$8,470.00		
4000 Mbps	\$10,500.00		

1.1.2 **Support Level Upgrades.** The Next Generation Internet and Content Filtering Security Types can be upgraded from the Standard Support Level to the Unlimited Support Level for an additional \$500 MRC.

**1.2 Network Based Security NRC Charges.**

Security Type	NRC
Next Generation Internet (D)	\$250
Content Filtering (E)	\$500
Complete Security (F)	\$500

1.3 **Other Charges.** CenturyLink will provide Customer up to three security tokens for access to the NBS Web portal as part of the Service. Any additional security tokens are available at the following charge.

Description	NRC
Additional Security Tokens.	\$100 per Security Token



**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
DDoS MITIGATION SERVICE EXHIBIT**

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

2. **Service.**

2.1 **Service Description.** Service consists of Proactive Shared DDoS Mitigation and Reactive Shared DDoS Mitigation. "DDoS" means a distributed denial-of-service attack in which many systems attack a single target, thereby causing denial of service for users of the targeted system. This typically results in the loss of network connectivity and services by consuming the bandwidth of the victim network or overloading the computational resources of the victim system. Service is only available in conjunction with Customer's separately purchased CenturyLink IQ® Networking Internet Port or CenturyLink-provided Network-Based Security.

(a) **Proactive Shared DDoS Mitigation.** Proactive Shared DDoS Mitigation includes: (i) monitoring of Customer's network traffic on a 24x7 basis; and (ii) CenturyLink-supplied equipment and capacity for Mitigation that is shared among multiple customers. Customer also has direct access to CenturyLink's support team on a 24x7 basis. CenturyLink will analyze Customer's network traffic to establish baselines for normal traffic patterns. Once baselines are established, CenturyLink will determine if an Event is taking place. If Events are determined to be Incidents, CenturyLink will forward reports to Customer. Customer may request CenturyLink to notify Customer through either a phone call or e-mail for Proactive Shared DDoS Mitigation alerts. Customer will work with CenturyLink to validate an attack and provide either verbal permission for each Incident or pre-authorized permission for CenturyLink to initiate Mitigation.

(b) **Reactive Shared DDoS Mitigation.** Reactive Shared DDoS Mitigation includes CenturyLink-supplied equipment and capacity for Mitigation that is shared among multiple customers. Customer also has direct access to CenturyLink's support team on a 24x7 basis. CenturyLink does not notify Customer about Customer's network traffic anomalies. Customer is solely responsible for notifying CenturyLink of an attack and working with CenturyLink to validate the attack. Customer must provide CenturyLink verbal permission to initiate Mitigation with Reactive Shared DDoS Mitigation.

2.2 **Initiation of Mitigation.** Customer must approve Mitigation by: (i) providing verbal permission for each Incident, or (ii) pre-authorizing CenturyLink to initiate Mitigation. Pre-authorization is only available with Proactive Shared DDoS Mitigation. If Customer selects the verbal permission option, Customer will call the CenturyLink support team to begin Mitigation. If Customer selects the pre-authorized permission option, Customer must provide CenturyLink written notice via a change ticket in Control Center of its pre-authorized permission to begin Mitigation. Customer may later withdraw its pre-authorized permission via a change ticket. Change tickets require 24 hours advance notice. Customer will pre-authorize which Mitigation countermeasures CenturyLink may deploy, subject to CenturyLink's approval. Customer understands that additional countermeasures beyond the pre-authorized countermeasures may be required to Mitigate the Incident, which may require CenturyLink to contact Customer's Site Contact. CenturyLink will discontinue Mitigation at the Customer's verbal request or until CenturyLink reasonably determines that the DDoS attack has subsided. When CenturyLink determines that the DDoS attack has subsided, CenturyLink will attempt to notify Customer. If CenturyLink is able to contact Customer, Customer will have the option at that time to discontinue Mitigation or continue Mitigation for up to an additional four hours. At the end of the four hours, CenturyLink will discontinue Mitigation as long as another attack has not occurred. If CenturyLink is unable to contact Customer, CenturyLink will continue Mitigation for another four hours, after which point CenturyLink will discontinue Mitigation as long as another attack has not occurred.

2.3 **Customer Responsibilities.**

(a) **Customer Information.** Customer must provide CenturyLink with: (i) accurate and current contact information for Customer's designated points of contact; (ii) advance notice of any network changes; and (iii) a list of Customer IP addresses that Customer wishes to have subject to the Service. CenturyLink may not be able to provide the Service if Customer's security contact information is out of date or inaccurate or if Customer performs network changes without prior notification to CenturyLink.

(b) **Notification Responsibilities.** Customer must provide CenturyLink with of all the following notices: (i) 24 hours advance notice of any potential promotional events or other activities that may increase Customer's network or Web site traffic; (ii) immediate notice of any sudden events that may cause significant traffic pattern changes in Customer's network; (iii) 24 hours advance notice of any Customer requests to change the traffic baseline; (iv) immediate notice of any additions or deletions to the list of Customer IP addresses subject to the Service; and (v) immediate notice if Customer believes it is under a DDoS attack.

(c) **Installation/Setup.** Customer will cooperate with CenturyLink by: (i) providing CenturyLink with all information concerning the Service reasonably requested by CenturyLink; and (ii) providing a primary and secondary site contact with relevant experience and expertise in Customer's network operations ("Site Contact"). Customer will provide data parameters that will allow CenturyLink to determine the proper threshold levels in an attempt to diagnose a DDoS attack. CenturyLink may periodically require Customer to allow traffic monitoring to determine proper threshold levels.

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

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

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

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

**5. Additional Disclaimer of Warranty.** IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES. CUSTOMER IS RESPONSIBLE FOR CUSTOMER'S OWN NETWORK SECURITY POLICY AND SECURITY RESPONSE PROCEDURES. FURTHERMORE, CUSTOMER UNDERSTANDS AND AGREES THAT AS A CONSEQUENCE OF THE OPERATION OF THE SERVICE, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL LEGITIMATE COMMUNICATIONS WILL BE RECEIVED BY CUSTOMER.

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

**6.1 Export Controls.** If equipment, software, or technical data is provided under this Service Exhibit, Customer's use of such items must comply fully with all applicable export and re-export controls under U.S. Export Administration Regulations and/or the relevant export control laws and regulations of any other applicable jurisdiction.

**6.2 Anti-Corruption.** Each party acknowledges and agrees that certain anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq. and the UK Bribery Act, prohibit any person from making or promising to make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Each party represents and warrants that in the performance of its obligations hereunder, it has not offered, made, or accepted and will not offer, make, or accept, any bribe or facilitation payment, and will otherwise comply with the requirements of applicable anti-bribery laws.

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

**6.4 International Laws.** CenturyLink will provide the Service in compliance with applicable international laws and tariffs. Customer agrees to cooperate with CenturyLink in obtaining necessary domestic or foreign approvals. CenturyLink may elect to not offer Service, or to terminate Service, in or to any particular jurisdiction, location or country if CenturyLink determines that the provision of such Service is not commercially reasonable or is not lawfully permitted. Any arbitration or notices between the parties will be conducted in the English language.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

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DDoS MITIGATION SERVICE EXHIBIT**

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

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

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

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

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

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

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DDoS MITIGATION SERVICE EXHIBIT**

**DDoS MITIGATION SERVICE  
PRICING ATTACHMENT**

**1. Pricing.**

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

<b>CenturyLink IQ Networking Internet Port Maximum Bandwidth or NBS Security Bandwidth</b>	<b>MRC</b>
DS1 (1.5 Mbps) to 7xDS1 (10.5 Mbps) for Internet Ports 1 – 9 Mbps for NBS	\$500.00
8xDS1 (12 Mbps)*	\$500.00
DS-3 (45 Mbps)*	\$500.00
OC-3 (155 Mbps)*	\$500.00
OC-12 (622 Mbps)*	\$500.00
OC-48 (2.5 Gbps)*	\$500.00
10 Mbps	\$500.00
20 Mbps	\$575.00
30 Mbps	\$740.00
40 - 100 Mbps	\$1,400.00
200 Mbps	\$2,900.00
300 Mbps	\$9,500.00
400 - 1000 Mbps	\$425.00
2 Gbps	\$425.00
3 Gbps	\$680.00
4 – 10 Gbps	\$850.00

\* Available with Internet Ports only.

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

<b>CenturyLink IQ Networking Internet Port Maximum Bandwidth or NBS Security Bandwidth</b>	<b>MRC</b>
DS1 (1.5 Mbps) to 7xDS1 (10.5 Mbps) for Internet Ports 1 – 9 Mbps for NBS	\$380.00
8xDS1 (12 Mbps)*	\$380.00
DS3 (45 Mbps)*	\$380.00
OC3 (155 Mbps)*	\$380.00
OC12 (622 Mbps)*	\$380.00
OC48 (2.5 Gbps)*	\$380.00
10 Mbps	\$380.00
20 Mbps	\$440.00
30 Mbps	\$560.00
40 - 100 Mbps	\$1,030.00
200 Mbps	\$2,200.00
300 Mbps	\$7,500.00
400 - 1000 Mbps	\$340.00
2 Gbps	\$340.00
3 Gbps	\$550.00
4 – 10 Gbps	\$700.00

\* Available with Internet Ports only.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT**

**1. General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

**2. Service Description and Availability.**

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

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

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

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

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

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

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

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

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

**(a) On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

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

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

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

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

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

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

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

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

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**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where Customer's network interface equipment is not located in the same location as the Demarcation Point. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available).

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

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

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

**5. Term; Cancellation.**

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

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

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

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

†Includes all types of Service Technology unless otherwise noted.

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

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

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

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.

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- (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

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

(i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

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

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

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

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

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

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

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

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

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

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.



**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**  
**LOCAL ACCESS SERVICE EXHIBIT**  
**PRICING ATTACHMENT**

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

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.
2. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the table below. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service (i.e., the NPA/NXX or CLLI, Service Address, type of Local Access, Service term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a Preferred Provider or route may be subject to different pricing.

NPA/NXX	Loop Tracking ID	Service Address	Type of Local Access	Service Term in months	Circuit Speed	Local Access Net Rate MRC	Install NRC

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

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

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
IT SERVICES EXHIBIT**

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

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

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

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

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

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

**4. Termination.** Either party may terminate the Service Exhibit or an SOW upon 30 days prior written notice for Cause. Unless otherwise set forth in an SOW, if Customer terminates all or part of an SOW prior to its BCD, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by CenturyLink. If an SOW or a part thereof is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause after the BCD but prior to completion of the IT Services under such SOW, then unless otherwise set forth in the SOW Customer shall be liable for: (a) an early termination charge equal to 50% of the NRC and MRC for any tasks, Deliverables or work not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink. Customer will remain liable for charges accrued but unpaid as of the termination date.

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

**6. Limitations of Liability.** Each party's aggregate liability arising from or related to this Service Exhibit will be limited to the total charges paid or payable under the SOW that gave rise to the claim. In the event of a conflict between the damage cap in this Limitations of Liability section and the Damage Cap in the Agreement, the damage cap in this Limitations of Liability section will control.

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

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

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

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

**8. Intellectual Property.**

**8.1 Ownership of Technology.** Except for the rights expressly granted in this Service Exhibit, nothing herein or in any SOW transfers to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its Affiliates and their licensors. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted in this Service Exhibit.

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

Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

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

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Customer represents and warrants that it shall keep, back up and maintain its own copy of all materials and information, including Customer data that is provided or made available to CenturyLink, and further, that Customer will encrypt any Customer data that is provided or made available to CenturyLink.

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

**8.4 Ownership of Deliverables.**

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

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

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

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

**10. Definitions.**

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

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

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

"Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the term of the Agreement. Regardless of whether so marked or

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identified, all Customer Technology and all enhancements and improvements thereto will constitute the exclusive property and Confidential Information of Customer.

"Deliverables" means, together, the Software Deliverables and the Other Deliverables.

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

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

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

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

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

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**CenturyLink QC Service Appendix**

**1. General.** This Service Appendix sets forth the terms generally applicable to the Services provided by Qwest Corporation ("CenturyLink QC"). CenturyLink QC is an incumbent local exchange carrier that provides regulated or deregulated services in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. Capitalized terms not defined herein are defined in the Agreement or its Service Exhibits. CenturyLink QC will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Exhibits. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. This Service Appendix is effective on the date that it becomes part of the Agreement ("Appendix Effective Date.")

**2. Services.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix. The parties agree that any notation to the "Interstate Private Line and Network Services Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. CenturyLink QC Services are available in its territories for the states identified in the Service Exhibit under the Agreement.

- **INTERSTATE GEOMAX SERVICE EXHIBIT**
- **CENTURYLINK INTRASTATE OPTICAL WAVELENGTH SERVICE EXHIBIT**

**3. Filing Concurrence.** The general terms and conditions of the Agreement and this Service Appendix are effective on the date this Service Appendix is included in the Agreement. Service-specific rates or terms and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective until the filing and approval requirements for the applicable jurisdiction are fulfilled. Service will be offered under the applicable Tariff until the ICB Terms become effective. If a regulatory agency does not approve the ICB Terms, the parties will enter into good faith negotiations to develop a mutually agreeable resolution.

**4. Service Terms and Rates.** The service term for each Service will be as set forth in the Service Exhibit or in a pricing attachment. CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice. The parties agree that the rates set forth in the Service Exhibit are in lieu of all other rates, discounts, or promotions. The rates for any CenturyLink QC Service provided will be those in effect at the time the Service is installed, and CenturyLink QC Services will renew at the rate and for the term specified in the applicable Tariff, ISG, or Service Exhibit.

**5. Commencement of Invoicing.** CenturyLink QC will begin invoicing for specific Services as specified in the applicable Service Exhibit.

**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.

**7. No Resale.** Customer represents that it is not a reseller of any Services provided under this Agreement and acknowledges it is not entitled to any reseller discounts under any laws.

**8. Termination.** If a CenturyLink QC Service or a Service Exhibit is terminated by Customer for any reason other than for Cause or by CenturyLink QC for Cause, then Customer will pay Cancellation Charges or Termination Charges, as applicable. Cancellation Charges for individual Services will still apply if the Service Appendix is terminated during the Initial Term or any Renewal Term. Cancellation Charges and Termination Charges are set forth in the applicable Service Attachment.

**9. Service Level Agreements.**

**9.1 SLAs.** Remedies for service interruptions are provided in the SLAs located at <http://www.centurylink.com/legal/>, the applicable Service Exhibit, or the applicable out-of-service credit for service interruption in the Tariff or ISG. CenturyLink reserves the right to modify the SLA effective upon posting to the website. Customer's continued use of the Service constitutes acceptance of those changes.

**9.2 Out-of-Service Credit.** For Services without an SLA, this Out-of-Service Credit is an SLA 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

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**CenturyLink QC Service Appendix**

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, including Customer's use of Service in an unauthorized or unlawful manner or violation of the Use of Service provisions in the Agreement; or (i) improper or inaccurate network specifications provided by Customer.

**10. Force Majeure.** For the purposes of this Service Appendix and Service Exhibits hereunder, the definition of "Force Majeure" also includes cable cuts and labor disputes.

**11. Conflicts.** Except for Services provided in New Mexico, Montana and Oregon, if a conflict exists among provisions within the CenturyLink QC Service Attachments, the order of priority will be as follows: the Service Exhibit, then this Service Appendix, the Tariff, ISG, the general terms of the Agreement, CenturyLink QC records, CenturyLink QC Tech Pubs, and the Order Form. For Services provided in New Mexico, Montana and Oregon, if a conflict exists among provisions within the CenturyLink QC Service Attachments, the order of priority will be as follows: the Tariff, the Service Exhibit, then this Service Appendix, ISG, the general terms of the Agreement, CenturyLink QC records, CenturyLink QC Tech Pubs, and the Order Form.

**12. Governing Law; Forum.** The Governing Law; Forum provision in the Agreement is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**13. Amendments; Changes.** Notwithstanding anything to the contrary in the Agreement, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification to this Service Appendix and any associated Service Attachments to the extent of the mandate without further notice. CenturyLink may change features or functions of its Services. For material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity or Tariff provisions. CenturyLink may amend, change, or withdraw the Tariffs, ISG, or AUP, with such updated Tariffs, ISG, or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

**14. Service Notices.** In addition to sending disconnect and termination notices to [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com), Customer may also call the customer care number specified on Customer's invoice.

**15. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**16. Clauses for CenturyLink ISG Services.** The following additional terms do not apply to all CenturyLink QC Services. The additional terms only apply to interstate Services provided under a CenturyLink QC Service Exhibit, where the Service is governed by the CenturyLink ISG.

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

**16.2 Construction.** CenturyLink QC may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink QC constructs facilities under one or more of the following circumstances: (a) if the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink QC's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink QC would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink QC.

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

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

**16.5 Service Interruptions.** Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA or in the ISG. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the

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**CenturyLink QC Service Appendix**

applicable SLA and posted at <http://www.centurylink.com/legal>. Services without a Service-specific SLA are subject to the credit for service interruptions contained in the ISG. The credits outlined in the SLAs are Customer's sole and exclusive remedy for interruptions of any kind to the Service. CenturyLink QC may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink QC will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

**16.6 Additional Payment Language.**

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

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

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

**16.7 Customer Responsibilities.** Customer is responsible for the following:

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

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

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

**16.8 ISG Service Termination.**

(a) **Service; Service Exhibit before Service Due Date.** If Customer cancels an order for Service before the Service Due Date or does not accept the Service by the conclusion of the Grace Period, and CenturyLink QC terminates the Service at the end of the Grace Period, Termination Charges will apply, including the full NRCs that would have otherwise applied and any non-reusable and non-recoverable portions of expenditures or liabilities, such as Construction charges incurred exclusively on behalf of the Customer by CenturyLink QC and not fully reimbursed by NRCs.

(b) **Service; Service Exhibit after Service Acceptance Date.** Either party may terminate an individual Service ordered under a Service Exhibit after the Service Acceptance Date under the terms of the applicable Service Exhibit. CenturyLink QC will waive the Termination Charge in excess of the Minimum Service Period if Customer terminates due to a move or upgrade of all or a portion of Service and all of the following conditions are met ("Waiver Policy"):

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

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

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

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



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- (v) For ATM, FR, and Metro Ethernet, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC; for SHNS, SST, GeoMax, and HDTV-NET the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink QC;
- (vi) Customer agrees to pay all outstanding MRCs and NRCs for existing Service;
- (vii) The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and
- (viii) This Waiver Policy only applies to moves or upgrades to other CenturyLink QC services that are subject to a CenturyLink QC Tariff or the ISG.

**16.9 CenturyLink ISG Service Definitions.**

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

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

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

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

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

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

"Rates" means the MRCs and NRCs for the Service.

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

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

"SONET" means Synchronous Optical Network.

"Termination Charge" means the termination charges detailed in the Service Exhibits.

**17. Alternative Funding.** Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**18. Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

**19. Definitions.**

"Cancellation Charge" means cancellation or termination charges that apply when Customer cancels Service without Cause: (a) as described in a Service Exhibit (or in the Tariff for applicable CenturyLink QC Services); and (b) when charges are incurred by CenturyLink QC from a third party provider as a result of an early termination.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"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.

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"ISG" means CenturyLink QC's Interstate Service Guide No. 11 located at <http://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffInfoPage.html>.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction. .

"Tariff" includes as applicable: CenturyLink QC FCC #1, 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>.

"Tech Pub" means the technical publication specific to each CenturyLink QC service, all of which are located at <http://www.centurylink.com/techpub/>. Each CenturyLink QC Service Exhibit stipulates the Tech Pub that applies to that service, if any.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
INTERSTATE GEOMAX SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink QC ("CenturyLink") will provide and Customer will purchase CenturyLink interstate GeoMax® service ("GeoMax" or "Service") under the Agreement, this service exhibit ("Service Exhibit"), and the ISG, and at the locations specified on the pricing attachment. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77407 and to the online SLA.

**2. Service.**

**2.1 Description.**

(a) GeoMax is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing ("DWDM") technology with 24/7 proactive network monitoring and competitive SLA. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. GeoMax uniquely supports both native and proprietary protocols (e.g., IBM mainframes) as well as industry-standard protocols such as SONET and Ethernet.

(b) CenturyLink will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to special Construction, CenturyLink will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by CenturyLink) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of CenturyLink or its assignee, and nothing contained in this Service Exhibit will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

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

**2.2 Changes.** CenturyLink will provide the following types of changes to Service under the terms and conditions of the ISG provided Service is available at the speed(s) and location(s) requested:

(a) Additions to Service. Service elements can be added to an existing GeoMax Service at the then-current ISG rates. Service additions will be coterminous with the existing GeoMax Service bandwidth capacity (i.e., will expire on the same date as the GeoMax system bandwidth capacity Service Term regardless of when they are ordered), unless (i) Customer orders the service element for a shorter Service Term than the GeoMax Service bandwidth capacity Service Term which will result in the new GeoMax service elements Service Term expiring prior to the GeoMax Service bandwidth capacity Service Term or (ii) Customer orders a service element that does not Fund, which will require a new Service Term and Minimum Service Period for the Service if Customer elects to order the new service element. Additions will be handled on a pricing attachment added to this Service Exhibit via amendment.

(b) Moves. Customer may move either the entire Service or a portion of the Service within the CenturyLink 14-state local service area. A move involves a change in the physical location of the point of termination at the customer's premises or the physical location of the customer's premises. In the event of a move, a new Service Term and Minimum Service Period for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any Construction charges related to the moved service. Moves will be handled on a pricing attachment added under this Service Exhibit via amendment. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Minimum Service Period.

(c) Upgrades. Customer may upgrade ports to a higher bandwidth and a new Minimum Service Period may apply. Termination Charges may apply if Customer does not qualify for the Waiver Policy as outlined in the Agreement. NRCs will not apply to the upgraded lower speed services placed onto the new higher speed bandwidth if requested at the same time as the Port bandwidth upgrade. Otherwise, all then-current MRCs, NRCs, and any Construction charges related to the upgraded bandwidth will apply. Upgrades will be handled on a pricing attachment added under this Service Exhibit via amendment.

**3. Service Term; Termination.**

**3.1 Service Term.** This Service Exhibit will begin on the Agreement Effective Date (or the Amendment Effective Date if Customer adds this Service Exhibit after the Agreement Effective Date) and will continue until the expiration or termination of the last Service to expire (or terminate) under the terms of this Service Exhibit. Each Service ordered, including additions and renewals, will have its own Minimum Service Period (as defined in the Agreement) and "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month ISG rates.

**3.2 Termination.** This Service Exhibit can only be terminated if all Service under it has been terminated.

(a) Either party may terminate Service, ordered under this Service Exhibit, in accordance with the ISG or for Cause. Customer will remain liable for charges accrued but unpaid as of the termination date. If Service is terminated before conclusion of the Service Term either by CenturyLink for Cause or by Customer for Convenience, then Customer will also be liable for a Termination Charge as follows:

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

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INTERSTATE GEOMAX SERVICE EXHIBIT**

MRCs for the terminated Service multiplied by the number of months after the Minimum Service Period remaining in the initial Service Term.

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

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

**4. Charges.** Current Rates for Service and optional features are set forth in the pricing attachment. At the conclusion of the Service Term, the Service will continue to be subject to the Agreement and this Service Exhibit and the Rates will revert to the then-current month-to-month ISG Rates, unless Service is renewed for a new Service Term on a pricing attachment via amendment. If Service is renewed for a new Service Term on a pricing attachment via amendment, the Rates will be those in effect at the time the Service is renewed, as evidenced by CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink ISG interstate charges.

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**PRICING ATTACHMENT  
City of Santa Fe**

**Contract ID  
Billing Number**

Service expires 60 months from the Service Acceptance Date ("Service Term").

**GeoMax Nodes and Mileage Charges:**

Service Elements	Quantity	Location(s) (Address, City, State)	Total MRC	Total NRC
Premise Node			\$	\$
CO Node			\$	\$
Amplifier Node		N/A	\$	\$
Transport Channel Mileage	# of miles)	N/A	\$	\$
Network Access Channel			\$	\$
Additional Wavelengths			\$	\$
Additional Wavelengths Transport Channel Mileage	# of miles)	N/A	\$	\$

**Customer Port Charges:**

Port Type	Port Speed	Total Port Quantity	Protected	Unprotected	Total MRC	Total NRC
SONET	OC3				\$	\$
	OC12				\$	\$
	OC48				\$	\$
	OC192				\$	\$
Storage Area Network	ISC3				\$	\$
	Fiber Channel 1.062 G				\$	\$
	Fiber Channel 2.125 G				\$	\$
	Fiber Channel 4 G				\$	\$
	Fiber Channel 10 G				\$	\$
Ethernet	1 GE				\$	\$
	10G WAN PHY				\$	\$
	10GE LAN PHY				\$	\$
	40 GE				\$	\$
	100 GE				\$	\$
Optical Transport Unit	OTU-1				\$	\$
	OTU-2				\$	\$
	OTU-3				\$	\$
	OTU-4				\$	\$

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT  
CENTURYLINK INTRASTATE OPTICAL WAVELENGTH SERVICE EXHIBIT**

**1. General.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QC will provide Intrastate Optical Wavelength Service ("Service") under the terms of the Agreement, Tariff, and this Service Exhibit.

**Tariff**

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. Service is subject to technical publication 77412 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

**2. Scope.**

**2.1** Optical Wavelength Service is a high-speed, high-capacity, multi-protocol, fiber-optic data transport service (the "Service") that utilizes Dense Wave Division Multiplexing technology with proactive network monitoring. Service is bit rate and protocol independent, thus enabling the Service to support multiple customer protocols and applications on a single platform. Optical Wavelength Service supports industry-standard protocols such as SONET, Ethernet, and Storage Area Network ("SAN") on a circuit-by-circuit basis.

**2.2** CenturyLink will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. Subject to special construction, CenturyLink will pay the cost of purchasing and installing all fiber and equipment necessary for Service; but non-reusable or non-recoverable costs (as determined by CenturyLink) will be at an additional charge to Customer. Customer will be notified in writing of any such charges before purchasing the Service. Fiber and equipment required for the installation and maintenance of the Service will remain the sole and exclusive property of CenturyLink or its assignee, and nothing contained in this Agreement will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as explicitly provided. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

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

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

**3.1 Additions of new Service.** Additional Optical Wavelength Service circuits will be handled on an Optical Wavelength Service pricing attachment added under this Agreement via amendment. Customer agrees to pay all applicable charges related to the addition of Service, including MRCs and NRCs in effect on the installation date of the additional Service and special construction charges.

**3.2 Moves.** Customer may move an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits within the CenturyLink 14-state local service area. A move involves a change in the physical location of the point of termination at Customer's premises or the physical location of Customer's premises. In the event of a move of a Customer premises, a new Service Term for the moved Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. Customer agrees to pay all then-current MRCs, NRCs, and any special construction charges related to the moved Service. Moves will be handled on a pricing attachment added under this Agreement via amendment. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge and will be subject to the existing Service Term.

**3.3 Upgrades.** Customer may upgrade an individual Optical Wavelength Service circuit or multiple Optical Wavelength Service circuits to a higher bandwidth capacity. In such event, a new Service Term for the upgraded Service will apply. Termination Charges may apply on the original Service if Customer does not qualify for the Waiver Policy as outlined in the Agreement. All then-current MRCs, NRCs, and any Construction charges related to the new Service will apply. Upgrades will be handled on a pricing attachment added under this Agreement via amendment.

**4. Filing Concurrence and Jurisdictional Guidelines.**

**4.1 Filing Concurrence.** CenturyLink may be required to submit this Agreement for a particular Service and any subsequent addenda for Service to certain regulatory agencies for approval because the rates in the Agreement are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT  
CENTURYLINK INTRASTATE OPTICAL WAVELENGTH SERVICE EXHIBIT**

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

**4.2 Jurisdictional Guidelines.** Customer understands that Service is an intrastate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, less than 10% of its usage will be interstate usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service.

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

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

**7. Service Term; Termination.**

**7.1 Service Term.** Each Optical Wavelength Service circuit ordered, including moves, upgrades, and renewals, will have its own "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue on a month-to-month basis under the terms of this Agreement and revert to CenturyLink's then-current month-to-month rates.

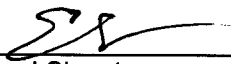
**7.2 Termination.** Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within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

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

**8. Charges.** Charges for Service are set forth in the Pricing Attachment. If Service is renewed for a new Term on a Pricing Attachment, the Rates will be those in effect at the time the Service is renewed, as evidenced by CenturyLink's records.

CENTURYLINK LOYAL ADVANTAGE AGREEMENT  
CENTURYLINK INTRASTATE OPTICAL WAVELENGTH SERVICE EXHIBIT

City of Santa Fe

  
Authorized Signature


Erik Litzenberg  
Name Typed or Printed

City Manager  
Title

8-1-18  
Date

Address for Notices:

Qwest Corporation d/b/a CenturyLink QC

  
Authorized Signature

Dan Sullivan on behalf of Susan Baker  
Name Typed or Printed

Lead Global Relationship Manager  
Title

8-3-2018.  
Date

<b>FOR CENTURYLINK INTERNAL USE ONLY</b>
<b>FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR</b>
<b>NEW SERVICE (NOT REQUIRED FOR RENEWALS)</b>
AQCB Quote No.
Date Concurred:



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**PRICING ATTACHMENT  
City of Santa Fe**

**AQCB Contract Number**  
**Billing Number**

Service expires 60 months from the start of service date as evidenced by CenturyLink records ("Service Term"). When Customer is renewing a Service Pricing Attachment with no Service changes, the start of a new Service Term, identified in this paragraph, is the sole entry that needs to be completed. When Customer is changing Service under an amended Service Pricing Attachment, the AQCB Contract Number needs to be completed.

**Optical Wavelength Service Elements and Charges.** Two circuit configuration options: (1) Point-to-Point with 2 Optical Channels and possible Transport Channel Mileage; and/or (2) CO Termination with 1 Optical Channel, 1 Central Office Termination and possible Transport Channel Mileage.

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

Description	12 Month MRC	24 Month MRC	36 Month MRC	60- month MRC	NRC
GIG Ethernet Unprotected DWDM (A)	\$1,919.00	\$1,719.00	\$1,440.00	\$1,360.00	\$0.00
GIG Ethernet Unprotected DWDM (Z)	\$1,919.00	\$1,719.00	\$1,440.00	\$1,360.00	\$0.00
Mileage per mile	\$106.18	\$95.29	\$80.00	\$75.29	\$0.00
10 GIG Ethernet Unprotected DWDM (A)	\$2,878.50	\$2,583.00	\$2,160.00	\$2,040.00	\$0.00
10 GIG Ethernet Unprotected DWDM (Z)	\$2,878.50	\$2,583.00	\$2,160.00	\$2,040.00	\$0.00
Mileage	\$106.18	\$95.29	\$80.00	\$75.29	\$0.00

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

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT  
CENTURYLINK TS SERVICE EXHIBIT**

1. **General; Definitions.** CenturyLink will itself or through a CenturyLink Affiliate provide Services under the terms of the Agreement, this Service Exhibit, a Service Order and/or Statement of Work ("SOW"). For clarification, the term "CenturyLink TS" will be used when it is necessary to differentiate a service provided under this Service Exhibit from another CenturyLink service. Otherwise, CenturyLink and its Affiliates will hereinafter be referred to as "CenturyLink". In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: the Service Schedule, this Service Exhibit, the Agreement, any Service Guide, the SLA, the Service Order(s) and SOW(s). Capitalized terms not defined herein are defined in the Agreement.

"BCD" or "Billing Commencement Date" means the date on which CenturyLink begins billing for a Service, as further defined in the Billing Commencement Date Section 4.2.

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

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

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

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

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

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

- **SERVICE SCHEDULE: HOSTING SERVICES**
- **SERVICE SCHEDULE: CENTURYLINK TS NETWORK SERVICES**
- **SERVICE SCHEDULE: SECURITY SERVICES**
- **SERVICE SCHEDULE: CENTURYLINK TS PROFESSIONAL SERVICES**
- **SERVICE SCHEDULE: DIGITAL CONTENT SERVICES**
- **SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES**
- **SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**

3. **Term; Renewal.** Services have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or SOW ("Initial Service Term"), at the conclusion of which the Service will automatically renew for successive periods equal to 12 months, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term". CenturyLink may modify the SLAs during a renewal term upon 60 days' notice.

4. **Rates; Billing.**

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

4.2 **Billing Commencement Date.** Unless otherwise provided in a Service Schedule, the BCD for the Service is the earlier of (a) the date on which Customer uses (except during the Acceptance Period) the Service (b) the date CenturyLink notifies Customer in writing that the initial installation or a usable part thereof (such as a data circuit between two points or an individual data center installation on a multi-data center project) is complete. For Professional Services in a SOW, the BCD will be the date CenturyLink begins performing the Services or as specified in the SOW. Customer will have three business days after such use or notification to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice will include a written description that specifically demonstrates the deficiency in Service to the reasonable satisfaction of CenturyLink. The Service will be deemed accepted unless Customer provides CenturyLink with notice to the contrary during the Acceptance Period. Upon timely notice to CenturyLink of a deficiency, CenturyLink will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period will begin, and CenturyLink will delay billing until accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, (a) if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis, and (b) if a Service installation is delayed, incomplete or is not usable by Customer through no fault of CenturyLink or its agents, CenturyLink will have the right to commence billing as installed and per the BCD.

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT  
CENTURYLINK TS SERVICE EXHIBIT**

**5. Obligations.**

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

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

**6. Use of Service.** CenturyLink may suspend the affected Service if Customer violates the Use of Service provision in the Agreement. CenturyLink will attempt to notify Customer in writing prior to suspending Service. However, CenturyLink may suspend Service without notice if CenturyLink becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink to criminal or civil liability or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm as may be identified in the applicable AUP.

**7. Termination.** Either party may terminate this Service Exhibit or affected Services (a) for Cause,; or (b) in accordance with any other express term contained in the Agreement or any Service Attachment. If Customer terminates an ordered Service prior to its BCD, Customer will pay early termination charges or fees equal to one month's projected MRC, plus all out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If the Service is terminated either by CenturyLink for Cause or by Customer for convenience prior to the conclusion of the applicable Service Term, then Customer will be liable for an early termination charges or fees equal to: (a) unless otherwise set forth on a Service Order, 50% of the then current MRC for the affected Services multiplied by the number of months remaining in the Service Term; (b) Service charges accrued but unpaid as of the termination date; (c) any NRC discount or waiver granted by CenturyLink, and (d) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If a particular Service is terminated upon which another service is dependent, all such dependent services will be deemed to be terminated as well.

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

**No Transfer of Undertakings.** CenturyLink and Customer agree that the provision and subsequent expiry, cancellation or termination of the Services are not intended to be transfers of undertakings within the meaning of the Transfer of Undertaking (Protection of Employment) Regulations 2006 and related legislation ("TUPE"), and consequently there will be no transfer of employees between Customer and CenturyLink (or any other subsequent service provider of Customer) as a result of the operation of this Agreement. Notwithstanding the above, Customer will indemnify and hold CenturyLink harmless for any losses, claims, liabilities, awards, damages, costs and expenses (including any fines, legal expenses and costs of settlement) CenturyLink may incur through the operation of TUPE in connection with this Agreement. This provision applies only to Services delivered by CenturyLink in the United Kingdom.

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SERVICE SCHEDULE: HOSTING SERVICES**

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

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT**  
**CENTURYLINK TS SERVICE EXHIBIT**  
**SERVICE SCHEDULE: CENTURYLINK TS NETWORK SERVICES**

This CenturyLink TS Network Schedule applies specifically to the following CTS Network Services only: Ethernet Virtual Private Line and Network Dedicated Connectivity.

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

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

Local access will extend to the termination point of the local loop at the applicable Service Address ("Termination Point") but will not include Customer Equipment, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink at a Service Address.

Any additional provisions required to connect the Termination Point to the Demarcation Point are the sole responsibility of Customer.

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

**3. Definitions.**

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

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

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

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

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

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT  
CENTURYLINK TS SERVICE EXHIBIT**

**SERVICE SCHEDULE: SECURITY SERVICES**

1. Customer acknowledges that the Services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Each Service is subject to limitations in its scope or performance, as may be more fully set forth in the applicable SG. Security services already provided by CenturyLink QCC under a separate Service Appendix are governed solely by the terms of such Service Appendix.
2. Customer should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security.
3. Non-standard installations (as identified by CenturyLink in its reasonable opinion), may require extended provisioning intervals and/or additional costs.
4. Customer will submit a sufficiently detailed description of any test plan to CenturyLink in advance. The test plan must adhere to any applicable testing standards or procedures provided by CenturyLink. CenturyLink may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. CenturyLink will not respond to any security-related alarms during a scheduled testing period. CenturyLink will have no responsibility whatsoever for any loss or outages during a Customer test, including any otherwise available service credits. Customer agrees that neither it nor its agents will engage in any destructive or otherwise harmful testing.
5. Customer represents that Customer is not (a) located in, under the control of, or a national or resident of any country or territory to which export is prohibited under the laws of any country in which CenturyLink operates, or (b) on the U.S. Treasury Department List of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT  
CENTURYLINK TS SERVICE EXHIBIT**

**SERVICE SCHEDULE: CENTURYLINK TS PROFESSIONAL SERVICES**

1. Professional services purchased hereunder will be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference.
2. The termination of any professional services will not affect Customer's obligations to pay for other Services. If Customer terminates all or part of a SOW prior to its BCD, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by CenturyLink. If a SOW or a part thereof is terminated either by CenturyLink for cause or by Customer for any reason other than cause after the BCD but prior to completion of the Professional Services under such SOW, then Customer will be liable for: (a) an early termination charge equal to 50% of the NRC and MRC for any Tasks, as defined in the SOW, not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges).
3. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the term of a SOW. "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, report formats, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the term of a SOW.
4. Except for the rights expressly granted in this Service Schedule, nothing herein or in any SOW will transfer to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. Notwithstanding anything to the contrary herein, CenturyLink will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CenturyLink.
5. Effective at the time CenturyLink receives full and final payment for a Deliverable (as defined in the applicable SOW), CenturyLink: (a) assigns to Customer all right, title and interest CenturyLink may possess, including all intellectual property rights, in such Deliverable provided by CenturyLink to Customer pursuant to the applicable SOW, excluding any CenturyLink Technology; and (b) grants to Customer a non-exclusive, non-transferable, royalty free license to use the CenturyLink Technology incorporated into the Deliverable solely and exclusively as incorporated into and made part of the Deliverable as a whole. To the extent Customer, its employees or contractors participate in the creation of CenturyLink Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to CenturyLink all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to comply with this section. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT**  
**CENTURYLINK TS SERVICE EXHIBIT**  
**SERVICE SCHEDULE: DIGITAL CONTENT SERVICES**

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



**CENTURYLINK LOYAL ADVANTAGE AGREEMENT**  
**CENTURYLINK TS SERVICE EXHIBIT**  
**SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES**

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

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

**1. Additional Definitions.**

"API" means a CenturyLink provided Application Programming Interface.

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

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

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

"Service Order" means either: a service order request submitted on a form issued by CenturyLink and signed by Customer or the online order that Customer submits to CenturyLink via the Control portal that includes the type and details of the specific Services ordered by Customer.

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

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

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

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

**4. Term; Termination.** The term of any individual Cloud Service not subject to a Cloud Term Commit or Service Term Commit will commence on the applicable BCD and will remain in effect for so long as Customer continues to access and use the Service (i.e. month to month). The term of any Cloud Service subject to a Cloud Term Commit or Service Term Commit will commence on the applicable BCD and will continue for the period set forth in the Service Order, at the conclusion of which will automatically renew for successive periods equal to 12 months, unless terminated by either party in writing at least 60 days prior to the expiration of the then current Service Term.

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

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

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

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

**8. Security.** Customer is solely responsible for properly configuring and using the Cloud Service and taking its own steps to maintain appropriate security, protection and backup of Content, which may include the use of encryption technology to protect Content from unauthorized access and routine archiving of Content. CenturyLink may assist with initial configuration and monitoring subject to the purchase of certain Managed Services. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Service is used or accessed by Customer or its End Users.

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

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

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

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

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

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

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

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**SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**

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

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

**1. Definitions:**

"Cloud Application Manager" means an orchestration platform that enables the Customer to automate deployment of applications, enable cost control and user governance, auto scale applications and manage applications and infrastructure across public and private clouds.

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

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

"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 shall be expressly documented in a Service Order. Customers may add/modify/disconnect individual Cloud Services at any time at will so long as the MMRC is met.

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

**2. License Terms:**

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

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

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

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

**4. Customer Obligations.** Customer will be solely responsible for, by way of example: (a) providing, maintaining, and updating all hardware, software, and communications capabilities as required for use of the Cloud Application Manager, including, without limitation, personal computers; and (b) providing and maintaining, at all times during the term of the Agreement, the Internet access

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necessary for Customer's use of the Cloud Application Manager. Customer's failure to meet the responsibilities in this section may forfeit the SLA or result in CenturyLink's inability to provide the Service(s) to Customer.

Customer is solely responsible for properly configuring and using the Cloud Application Manager and taking its own steps to maintain appropriate security, protection and backup of applicable content, which may include the use of encryption technology to protect content from unauthorized access and routine archiving of content. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Cloud Application Manager and Customer environment are configured in a secure manner. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Service is used or accessed by Customer or its authorized users.

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

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

**7. Term; Termination.** The term of any Cloud Application Manager Service not subject to a Cloud Term Commit will commence on the applicable BCD and will remain in effect for as long as Customer continues to access and use the Service (i.e. month to month). The term of any Cloud Application Manager Service subject to a Cloud Term Commit will commence on the applicable BCD and will continue for the period set forth in the Service Order. At the conclusion of the committed term, the Services will renew on a month to month term at then current service rates unless Customer requests a new Cloud Term Commit on a new and separate Service Order. If the Agreement or any Cloud Application Manager Service is terminated either by CenturyLink for cause or by Customer for any reason other than cause prior to the conclusion of an applicable Cloud Term Commit, then Customer shall be liable for an early termination charge equal to 50% of the then current MMRC for the affected Cloud Application Manager Services multiplied by the number of months remaining in the service term.

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

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

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

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

CenturyLink shall have no liability for any credits and/or 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. Customer's sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP. Notwithstanding anything to the contrary in this Schedule or the Agreement, CenturyLink shall not be obligated to indemnify Customer for any claims for damages, liabilities, credits or expenses arising from, related to or alleged to have been caused by the performance or nonperformance of services by a CSP, the negligence or willful misconduct by a CSP or for any interruption, failure or termination of services provided by a CSP.

**10. Authorized Users.** Customer agrees to safeguard the Cloud Application Manager so as to ensure that no unauthorized person will have access to it or allow access beyond the authorized number of subscribers, and that no persons authorized to have access will make any unauthorized use. Customer will promptly report to CenturyLink any unauthorized use of the Cloud Application

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Manager of which Customer becomes aware and will take such further steps as may reasonably be requested by CenturyLink or an applicable CSP to prevent unauthorized use thereof.

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

**12. Indemnity.** Customer will indemnify, defend and hold harmless CenturyLink, 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 Agreement 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.

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

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

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

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

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

CITY OF SANTA FE (Customer) and  
CENTURYLINK, (CENTURYLINK)  
ADDENDUM B

INDEMNIFICATION

Subject to the limitations set forth herein, CenturyLink shall indemnify, hold harmless and defend the Customer from all losses, damages, claims or judgments, including payments of attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CenturyLink's performance under this Agreement as well as the performance of CenturyLink's employees, agents, representatives and subcontractors.

The remedies and limitations of liability for any claims arising between the parties are set forth below.

1. Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST OR IMPUTED PROFITS OR REVENUES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

2. Claims Related to Services. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the service level agreement, if any, or applicable service appendix or service exhibit for the affected service.

3. Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or tangible personal property, that are caused by the other party's negligence or willful misconduct in the performance of the agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages. Proven direct damages for tangible personal property will not exceed the fair market replacement value of the affected property (excluding data, software and firmware).

4. Other Direct Damages. Except for (a) Customer's payment and (b) each party's obligations set forth in Section 5 below, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total charges paid or payable to CenturyLink under the agreement in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

5. Responsibilities. Customer agrees that any modification or resale of the services by Customer or end users, or violation of any CenturyLink acceptable use policy (AUP) or Use of Service provision shall constitute a material breach of this Agreement, which shall entitle CenturyLink to terminate the contract and, if applicable, seek recovery of any resulting damages from Customer. For purposes of this paragraph, the Damages Cap in Section 9.4 shall be calculated using twelve months (12) instead of six months.

NEW MEXICO TORT CLAIMS ACT

Except as specified in the preceding paragraph, any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act, except to the extent necessary to give effect to the preceding paragraph.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Customer, this Agreement shall terminate upon written notice being given by the Customer to the CenturyLink.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and the applicable CenturyLink company providing Services under the Agreement. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

STATUS OF CENTURYLINK; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The CenturyLink and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. The CenturyLink, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement.

B. CenturyLink shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by CenturyLink in the performance of the services under this Agreement.

C. The CenturyLink shall comply with Customer's Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

## CONFLICT OF INTEREST

The CenturyLink warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CenturyLink further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

## ASSIGNMENT; SUBCONTRACTING

The CenturyLink shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the Customer. The CenturyLink shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Customer, which shall not be unreasonably withheld, conditioned or delayed.

## RELEASE

CenturyLink agrees not to purport to bind the Customer to any obligation not assumed herein by the Customer unless the CenturyLink has express written authority to do so, and then only within the strict limits of that authority.

## INSURANCE

CenturyLink, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in an ISO form and with an insurance company maintaining a minimum AM Best's rating of A-VII, with limits of coverage in the amounts specified below. Such insurance shall provide that the Customer is included as an additional insured. CenturyLink shall furnish the Customer with a copy of a Memorandum of Insurance available at [www.centurylink.com/moi.as](http://www.centurylink.com/moi.as) as a condition prior to performing services under this Agreement.

**Commercial General Liability Insurance:** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal

**Automobile Liability Insurance:** An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

CenturyLink shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for CenturyLink's employees throughout the term of this Agreement. CenturyLink shall provide the Customer with evidence of its compliance with such requirement.

## RECORDS AND AUDIT

The CenturyLink shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payments.

## APPLICABLE LAW; CHOICE OF LAW; VENUE

CenturyLink shall abide by all applicable federal and state laws and regulations, and all applicable ordinances of the Customer. In any action, suit or legal dispute arising from this Agreement, the CenturyLink agrees that the laws of the State of New Mexico shall govern, except to the extent federal law pre-empts State law. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

## AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

## NON-DISCRIMINATION

During the term of this Agreement, CenturyLink shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by CenturyLink hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

## SEVERABILITY

**CENTURYLINK LOYAL ADVANTAGE AGREEMENT  
CENTURYLINK TS SERVICE EXHIBIT**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.



## POM MANAGER COUNTERSIGNATURE APPROVAL DESIGNATION

Approval Date and Time: **May 25, 2018**

Approval by: **Susan Baker**

OM Request ID: **NSP- 259629/City of Santa Fe**

This document is approved to sign on my behalf, subject to the terms of the standard delegation language below.

I designate Dan Sullivan to sign this Contract. My approval and designation is evidence that I have reviewed an electronic image of the RFP submitted by Dan Sullivan. I understand that it is the responsibility of the designate Dan Sullivan to verify that the electronic image and original are the same representation of the document as submitted by the customer and CenturyLink Sales for signature. Given this understanding I find no material differences in the two documents.

Please use the following format when executing this Amendment.

- For the "By:" line of the signature block, you Dan Sullivan must sign your signature.
- Do not use the **Susan Baker** signature stamp.
- For the "Name:" line, write Dan Sullivan on behalf of **Susan Baker**.

## POM MANAGER COUNTERSIGNATURE APPROVAL DESIGNATION

Approval Date and Time: **May 25, 2018**

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