



Quote # 11323373

Proposal									
Pricing Prepared For		Prepared On	Price Valid Until		Currency	Total Mrc		Total Nrc	
City of North Richland Hills		12/17/2018	12/19/2018		USD	0.00		0.00	
Voice Complete Standard									
Term	Total Mrc			Total Nrc			# Sites		
3 Years	See Rate Sheet			See Rate Sheet			See Rate Sheet		
Summary					Coordinated Services				
Mrc		Nrc			Coordinated Service Type			Asset/Circuit ID	
.00		.00							
Product Details									
Description		Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc
Voice Complete		See Rate Sheet							
Prepaid Minute Plan		See Rate Sheet							

Order Terms and Conditions

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The CenturyLink invoicing entity is the entity providing Services. Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in CenturyLink's ancillary charge summary, a copy of which is available upon request. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

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

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request or at <https://MyLevel3.net>) and (b) ancillary charges for additional activities, features or options as set forth in CenturyLink's ancillary charge summary, a copy of which is available upon request. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

9. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where CenturyLink does not currently hold a license to provide such Services, Customer consents to CenturyLink providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints CenturyLink as its agent to the extent necessary to obtain such Service. CenturyLink's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

v.100418

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	
Title:	
Date:	



Total Cost Of Ownership

Deal # 10107906

Quote # 11323373

Voice Complete Locations

Voice Complete Locations					TN Serviceability		
Location Name	Address	Country	TDM Access Requested	Rate Center	Geographic TN	National TN	Toll Free/Freephone
NORTH RICHLAND HILLS_TX	4301 CITY POINT DR NORTH RICHLAND HILLS, TX 76180	UNITED STATES	No	ATLAS	Available	Not Available	Available
NORTH RICHLAND HILLS_TX	7202 DICK FISHER DR N NORTH RICHLAND HILLS, TX 76180	UNITED STATES	No	NRICLDHLS	Available	Not Available	Available

Voice Complete TDM Access

Site Address	Country	MRC	NRC

CCP (Concurrent Call Path)

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
CCP Plan 1	MONTHLY	10.00	0.00	100	1000.00	0.00
Total CCP (Concurrent Call Path)					1000.00	0.00

National Voice Services

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
United States Telephone Number	MONTHLY	0.15	2.00	1456	218.40	2912.00
Total National Voice Services					218.40	2912.00

Prepaid Minute Plan

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
Prepaid Minute Plan 2 - 10,000 Prepaid Minutes	MONTHLY	99.75	0.00	1	99.75	0.00
Total Prepaid Minute Plan					99.75	0.00

* This Quote Summary is confidential and may not be disclosed to third parties. It is non-binding unless and until the terms and conditions stated herein are incorporated into a signed order which is thereafter accepted by CenturyLink. This Quote Summary is intended to provide directional pricing only; actual pricing may vary.

Customer Information and Contract Specifications

Customer Name: CITY OF NORTH RICHLAND HILLS - TX
Account Number: 3-A75892

Currency: USD
Monthly Recurring Charges (MRC): \$3,630.68
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
7202 DICK FISHER DR N, NORTH RICHLAND HILLS, TX 76180 USA	Dedicated Internet Access	New	36	1				
	Access - Off Net			1	\$1,015.35	\$0.00	\$1,015.35	\$0.00
	- Bandwidth = GigE - Access Sub Bandwidth=500 Mbps - Off Net Protection=All - Inside Wiring=Standard Delivery - To the MPoE (Customer Provided)			1	\$799.99	\$0.00	\$799.99	\$0.00
	IP Logical			1	\$0.00	\$0.00	\$0.00	\$0.00
	- Billing Method=Flat Rate - Peak Data Rate in Mbps=500 - Committed Data Rate in Mbps=500			1	\$0.00	\$0.00	\$0.00	\$0.00
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$1,815.34	\$0.00
4301 CITY POINT DR, NORTH RICHLAND HILLS, TX 76180 USA	Dedicated Internet Access	New	36	1				
	Access - Off Net			1	\$1,015.35	\$0.00	\$1,015.35	\$0.00
	- Bandwidth = GigE - Access Sub Bandwidth=500 Mbps - Off Net Protection=All - Inside Wiring=Standard Delivery - To the MPoE (Customer Provided)			1	\$799.99	\$0.00	\$799.99	\$0.00
	IP Logical			1	\$0.00	\$0.00	\$0.00	\$0.00
	- Billing Method=Flat Rate - Peak Data Rate in Mbps=500 - Committed Data Rate in Mbps=500			1	\$0.00	\$0.00	\$0.00	\$0.00
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00



Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	Subtotal						\$1,815.34	\$0.00
	Totals						\$3,630.68	\$0.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink’s Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor’s MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days’ notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink’s uncured default or if CenturyLink terminates due to Customer’s uncured default, then Customer will pay CenturyLink’s standard early termination liability charges as identified in CenturyLink’s ancillary charge summary, a copy of which is available upon request. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer’s sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

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

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request or at <https://MyLevel3.net>) and (b) ancillary charges for additional activities, features or options as set forth in CenturyLink's ancillary charge summary, a copy of which is available upon request. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

9. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where CenturyLink does not currently hold a license to provide such Services, Customer consents to CenturyLink providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints CenturyLink as its agent to the extent necessary to obtain such Service. CenturyLink's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

Signature Block

Customer: CITY OF NORTH RICHLAND HILLS - TX
Total MRC: \$3,630.68 Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 12-17-2018



Quote # 11296245

Proposal									
Pricing Prepared For			Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc		
City of North Richland Hills			12/17/2018	11/27/2018	USD	5,737.70	0.00		
IP VPN									
Term	Total Mrc			Total Nrc			# Sites		
3 Years	5,737.70			.00			5		
Location				Universal Service Fund	Summary		IP VPN Services	Coordinated Services	
Site Name	Country	Site Address		USF	Mrc	Nrc	Port	Coordinated Service Type	Asset/Circuit ID
NORTH RICHLAND HILLS_TX	USA	4301 CITY POINT DR NORTH RICHLAND HILLS, TX 76180		Interstate	1454.50	.00	Fast Ethernet (100 Mb)		
RICHLAND HILLS_TX	USA	6700 BAKER BLVD RICHLAND HILLS, TX 76118		Interstate	942.90	.00	Fast Ethernet (100 Mb)		
WATAUGA_TX	USA	7105 WHITLEY RD WATAUGA, TX 76148		Interstate	942.90	.00	Fast Ethernet (100 Mb)		
HALTOM CITY_TX	USA	5024 BROADWAY AVE HALTOM CITY, TX 76117		Interstate	942.90	.00	Fast Ethernet (100 Mb)		
NORTH RICHLAND HILLS_TX	USA	7202 DICK FISHER DR N NORTH RICHLAND HILLS, TX 76180		Interstate	1454.50	.00	Fast Ethernet (100 Mb)		

Product Details						
Description	Qty	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 4301 CITY POINT DR NORTH RICHLAND HILLS, TX 76180 Off Net Access - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 100, Level 3 Class of Service = Premium]	1					
A - 4301 CITY POINT DR NORTH RICHLAND HILLS, TX 76180 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]	1					
A - 4301 CITY POINT DR NORTH RICHLAND HILLS, TX 76180 Commit - Premium Plus & Premium - [Capacity (Mb) = 25.000]	1					
A - 4301 CITY POINT DR NORTH RICHLAND HILLS, TX 76180 Commit - Basic Plus & Basic - [Capacity (Mb) = 75.000]	1					
A - 7202 DICK FISHER DR N NORTH RICHLAND HILLS, TX 76180 Off Net Access - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 100, Level 3 Class of Service = Premium]	1					
A - 7202 DICK FISHER DR N NORTH RICHLAND HILLS, TX 76180 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]	1					
A - 7202 DICK FISHER DR N NORTH RICHLAND HILLS, TX 76180 Commit - Premium Plus & Premium - [Capacity (Mb) = 25.000]	1					
A - 6700 BAKER BLVD RICHLAND HILLS, TX 76118 Off Net Access - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 50, Level 3 Class of Service = Best Effort]	1					
A - 6700 BAKER BLVD RICHLAND HILLS, TX 76118 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]	1					
A - 6700 BAKER BLVD RICHLAND HILLS, TX 76118 Commit - Basic Plus & Basic - [Capacity (Mb) = 30.000]	1					
A - 7105 WHITLEY RD WATAUGA, TX 76148 Off Net Access - Fast Ethernet (100 Mb) - [Bandwidth = Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 50, Level 3 Class of Service = Best Effort]	1					
A - 7105 WHITLEY RD WATAUGA, TX 76148 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]	1					
A - 7105 WHITLEY RD WATAUGA, TX 76148 Commit - Basic Plus & Basic - [Capacity (Mb) = 30.000]	1					
A - 5024 BROADWAY AVE HALTOM CITY, TX 76117 Off Net Access - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 50, Level 3 Class of Service = Best Effort]	1					
A - 5024 BROADWAY AVE HALTOM CITY, TX 76117 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]	1					
A - 5024 BROADWAY AVE HALTOM CITY, TX 76117 Commit - Basic Plus & Basic - [Capacity (Mb) = 30.000]	1					
A - 7202 DICK FISHER DR N NORTH RICHLAND HILLS, TX 76180 Commit - Basic Plus & Basic - [Capacity (Mb) = 75.000]	1					

Order Terms and Conditions

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The CenturyLink invoicing entity is the entity providing Services. Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in CenturyLink's ancillary charge summary, a copy of which is available upon request. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

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

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request or at <https://MyLevel3.net>) and (b) ancillary charges for additional activities, features or options as set forth in CenturyLink's ancillary charge summary, a copy of which is available upon request. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

9. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where CenturyLink does not currently hold a license to provide such Services, Customer consents to CenturyLink providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints CenturyLink as its agent to the extent necessary to obtain such Service. CenturyLink's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

v.100418

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	
Title:	
Date:	