

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

This CenturyLink MiCTA Member Participation Agreement ("Agreement" or "Member Participation Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **City of North Richland Hills** a MiCTA Member ("Customer" or "Member") and is effective on the date the last party signs it (the "Effective Date"). The provision of Service under this Agreement is available only to members in good standing with MiCTA as set forth in their bylaws. MiCTA and CenturyLink may modify the criteria to be a Member institution. Member represents and warrants that it is a MiCTA Member as evidenced by the Member number supplied below. This Agreement provides the terms and conditions applicable to Member's purchase of products and services ("Service") from CenturyLink.

MiCTA Member No: MTG-76180-01

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

2. Service. CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments") and the Telecommunications and Internet Services Master Agreement 178AN-TISA2018-0820 between MiCTA and CenturyLink that became effective on December 3, 2018 ("MiCTA Master Agreement") which is hereby incorporated by reference. The offer contained in this Agreement is only valid provided the MiCTA Master Agreement is in full force and effect as of the Effective Date. The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Member placing an Order.

- **Level 3[®] Enterprise Voice SIP Based Services**
- **Level 3[®] Internet Services**
- **Level 3[®] MPLS (IPVPN and VPLS) VPN Service**

3. Order(s). The MRCs, NRCs, and usage charges applicable to the Services based upon the Term shall be those set forth in the MiCTA Master Agreement and available on the MiCTA web site for Members located at: www.mictatech.org ("MiCTA Rate Schedule"). If the MiCTA Rate Schedule does not set forth rates and charges applicable to a particular Service, the rates and charges for such Service shall be offered at CenturyLink's then-current rates. Member may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at CenturyLink's then current rates. CenturyLink will notify Member of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Member will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. Billing and Payment.

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

4.2 Payment of Invoices and Disputes. Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Member's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Member's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Member reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Member is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Member reasonably disputes an invoice, Member must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Member must pay such amounts within 10 days after CenturyLink provides notice of such determination. Member may not offset disputed amounts from one invoice against payments due on the same or another account.

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

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Charges for Service are exclusive of Taxes and Fees. Member may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 Non-Appropriations. Member intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Member: (a) Member agrees to include in its budget request appropriations sufficient to cover Member's obligations under this Agreement; (b) Member agrees to use all reasonable and lawful means to secure these appropriations; (c) Member 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. Member 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 Member 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 Member and agreed to by CenturyLink), Member 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, Member will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

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

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

(a) Member may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Member does so, Member will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Member may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Member does so, or if Service is terminated by CenturyLink as the result of Member's default, Member will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

5. Default. If (a) Member fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. Liabilities and Service Levels.

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

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

6.3 Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Member a credit as stated in the applicable Service Attachment on Member's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 8 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Member must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Member'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.

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6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Member may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

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

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

9. CPNI. CenturyLink is required by law to treat CPNI confidentially. Member 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 Member could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Member may withdraw its authorization at any time by informing CenturyLink in writing. Member's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Member. However, in order to participate in CenturyLink's MiCTA program offering, Member must consent to the disclosure of CPNI to MiCTA, and by executing this Agreement, Member expressly provides its consent.

10. General Terms.

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

10.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Member must have a financial standing and creditworthiness equal to or better than Member's. Unless otherwise set forth in a Service Attachment, Member may provide Service to third parties or use the Services in connection with goods or services provided by Member to third parties ("Customer Provided Services"). To the extent permitted under law, Member will be responsible for any claims arising from or related to any Customer Provided Services. If Member sells telecommunications services, Member certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

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

10.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Member's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Member's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@centurylink.com. Member failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Member as provided in the Agreement or in its absence, to Member's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

10.5 Acceptable Use Policy and Data Protection. Member must conform to an applicable Acceptable Use Policy ("AUP") for Services purchased under this Agreement and to the CenturyLink Privacy Policy, which is available at

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<http://www.centurylink.com/aboutus/legal/privacy-policy.html>. Unless otherwise set forth in a Service Attachment, the applicable AUP is available at <http://www.level3.com/en/security-law-enforcement-and-acceptable-use-policy/acceptable-use-policy/>.

10.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement or the MiCTA Master Agreement) the confidential information received from the other party. Confidential information will not include Customer Data except as may be described in a Service Attachment. A party may disclose confidential information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement’s purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein.

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

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

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

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

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

CENTURYLINK COMMUNICATIONS, LLC

CITY OF NORTH RICHLAND HILLS

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

[address of MiCTA Member]

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

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

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

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

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

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

3. Rates, Charges, and Commitments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Rate Changes and Termination Right.

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

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

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

6. Restrictions.

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

B. No Non-Conforming Uses. The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a "Non-Conforming Use". In addition to Level 3's other default rights, in the event of a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which Level 3 would have applied for Non-Conforming Use. In addition, if in Level 3's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Level 3 may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by Level 3, Level 3 reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term on the Rate Sheet. Customer will indemnify Level 3 from any claims arising as a result of any Non-Conforming Use.

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

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

9. Service Levels.

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

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

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

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

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

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

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

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

11. Additional Service Specific Terms.

A. Voice Complete and SIP Service

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

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

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

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

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

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

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

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

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

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

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

(i) Some jurisdictions impose specific requirements on MLTS operators. Customer is responsible for complying with any and all such obligations. Customers in California must download and review the brochure at <http://www.calphoneinfo.com/WorkArea/DownloadAsset.aspx?id=419>.

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

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

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

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

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

- (i) **Ownership of Telephone Numbers.** Level 3 is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all

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necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Level 3). Customer shall indemnify Level 3 and its affiliates from any third party claim related to or arising out of any such change (or request for such a change).

- (ii) **Porting, Number Availability and Other Restrictions.** Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section shall not relieve Customer of its obligations under any Commits. Level 3 does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Level 3 may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Level 3. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) shall not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Level 3, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/FreePhone numbers provided by Level 3 to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Level 3 until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Level 3.
- (iii) **Multiple Carrier Routing for US Toll Free Numbers.** Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Level 3 and another carrier, Level 3 will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Level 3 received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

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

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**ATTACHMENT A
WARNING LABELS (US)**

WARNING:

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

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

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

WARNING:

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

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

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

WARNING:

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

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

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

WARNING:

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

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

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

WARNING:

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

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

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

WARNING:

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

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

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

WARNING:

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

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

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

WARNING:

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

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

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

WARNING:

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

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

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

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1. Applicability. This Service Schedule is applicable where Customer orders Level 3® Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, or IP Transit Services on ordering, invoicing or other documentation). The Service is also subject to the Master Service Agreement executed between Level 3 and Customer, and if none, Level 3's standard Master Service Agreement (the "Agreement"). Level 3 may subcontract the provision of the Service in whole or part, provided that Level 3 remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.

2. Service Description. Level 3® Internet Services are high speed symmetrical Internet services providing access to the Level 3 IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports, as well as T1/E1, DS3/E3, and SONET connections from OC3/STM1 to OC48/STM16. Additional features and functionality may include:

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available.
- d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
- e. **Basic security service.** Subject to Customer having Level 3-approved routers, included as part of the Services is a one-time per 12-month period ability to request Level 3 to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports and protocols, and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000. Customer is encouraged to order additional Services as outlined below.

The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedules for such services:

- a. **Level 3 MPLS (IPVPN and VPLS) VPN Service.** As part of a Converged Service, Customer may order Level 3 MPLS VPN Service, which provides private site-to-site communications over Level 3's MPLS network.
- b. **Level 3 Enterprise Voice SIP Based Services.** As part of a Converged Service or a Converged Voice-Internet Service, Customer may order SIP based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.
- c. **Managed Router.** Managed Router Service provides for Internet access Customer Premises Equipment ("CPE") management by Level 3.
- d. **Site Readiness.** Level 3 will extend cabling from the minimum point of entry (MPOE) to CPE suite.
- e. **MSS-Cloud & MSS-Premise.** Managed Firewall, Intrusion Prevention, Managed Web Filtering, Antivirus, Antispam, and Log Management are available as a cloud-based service ("MSS-Cloud") or as a managed device on premises service ("MSS-Premises").
- f. **Distributed Denial of Service (DDoS) Mitigation Service.** Level 3's DDoS Mitigation Service provides layers of defense through network routing, rate limiting and filtering that can be paired with advanced network-based detection and mitigation scrubbing center solutions.
- g. **Network Protection Service.** Network Protection Service (NPS) is additional Internet security which may be provided in conjunction with Internet Services and provides Customer the ability to request basic Distributed Denial of Service (DDoS) mitigation.
- h. **Dynamic Capacity.** Dynamic Capacity provides the ability to augment bandwidth on a near real-time basis via self-service tools.

3. Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in Order(s). NRC includes applicable installation charges for local-access circuit, port connection and bandwidth. MRC includes local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in Order(s). The Services are available with fixed-rate or burstable billing types.

Fixed-rate. Service with fixed-rate billing provide a set amount of bandwidth at a fixed-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available) bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Burstable. For Service provided with burstable bandwidth, the MRC is based on Committed Information Rate ("CIR") (which is also called a Committed Data Rate ("CDR")). The CIR/CDR is the minimum Internet bandwidth that will be billed to Customer each month regardless of lower actual usage. Usage charges for any usage in excess of the CIR/CDR (burstable usage) will apply on a per Mbps basis at the rate stated in the Order. Burstable usage is billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5-minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound, will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.

Burstable Services may also be provided on an aggregated basis. For aggregate burstable Service the bandwidth MRC is based on the aggregate Committed Information Rate ("ACIR") (which is also called an aggregate Committed Data Rate ("ACDR")). The

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ACIR/ACDR is the minimum bandwidth that will be charged to Customer each month, regardless of lower actual usage. Usage charges for any usage in excess of the ACIR/ACDR (burstable usage) will apply on a per Mbps basis at the rate stated in the Order. Burstable usage is calculated on a 95th percentile basis across all included ports. If available and identified in the applicable Order, an aggregated Peak Information Rate (APIR) or aggregated Peak Data Rate (APDR) may apply, which is the maximum available bandwidth across all included ports.

4. Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Level 3. All IP addresses, if any, assigned to Customer by Level 3 shall revert to Level 3 upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination.

5. On-Net and Off-net Access. Access services provided entirely on the Level 3 owned and operated network (“Network”) are “On-Net Access Services”. Additionally, Level 3 may use third parties to reach Customer’s site from the Level 3 Network (“Off-Net Access Services”).

6. Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

7. Service Levels and Service Credits. The following service level agreements (SLAs) apply as set forth below. When Converged Voice-Internet Service is ordered the SLAs below apply in lieu of any SLAs identified in the applicable Level 3 Enterprise Voice SIP Based Service Schedule as referenced above in Section 2.

- a. Availability Service Level. Level 3’s availability SLA in the United States and Canada is 99.99%. Outside the United States and Canada, the availability SLA is 99.98% for On-Net Access Services and 99.9% for Off-Net Access Service.
- b. Network Packet Delivery Service Level. The packet delivery SLA on the Level 3 Network is 99.95%.
- c. Network Latency Service Levels. The latency SLAs on the Level 3 Network are set forth below and are average round-trip.

Table A: Network Latency

Route	Network Latency Metrics Round-Trip
Intra-North America	< 50 ms*
Intra-Europe	< 35 ms
Intra-Asia	< 110 ms
Intra-Latin America	< 120 ms
North America to Europe	< 80 ms**
North America to Asia	< 185 ms**
North America to Latin America	< 140ms**
Europe to Asia	< 345 ms**
Europe to Latin America	< 210 ms**
Asia to Latin America	< 315 ms**

* Additionally, add 90ms from/to the Mexico IP Hub and add 30ms from/to Hawaii to the west coast of the continental United States.

** Additionally, add the applicable “intra-region” latency parameter for the region in which the applicable Customer Site is located

d. **Credits for SLAs above:** All SLA credits will be calculated after deducting any discounts and other special pricing arrangements. Credit percentages are applied to the MRC of the CIR/CDR rate, port charge, and local access circuits for applicable sites only. In no event will SLA credits in any calendar month exceed 100% of the total MRCs for Services hereunder for the affected site(s).

i. **Availability Service Credit:** Service is “Unavailable” (except in the case of an Excused Outage) if the Customer port at a Customer site is unable to pass traffic. Service Unavailability is calculated from the timestamp Level 3 opens a trouble ticket following the report of a problem by the Customer until the time the ticket is closed. If credits are due under this SLA, no other SLAs apply to the same event. If Service is Unavailable for reasons other than an Excused Outage, Customer will be

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entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth in the tables below.

Table B: Availability Service Credit - United States and Canada

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:05:00	No Credit
00:05:01 – 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Table C: Availability Service Credit - On-Net Access Services outside the U.S. and Canada

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:10:00	No Credit
00:10:01 – 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Table D: Availability Service Credit- Off-Net Access Services outside the U.S. and Canada

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:43:00	No Credit
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

- ii. **Network Packet Delivery Service Credits.** Packet Delivery SLAs are based on monthly average performance between Level 3 designated points of presence (“POPs”). Customer will be entitled to a service credit off of the MRC for the affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will

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not be entitled to credits under the packet delivery SLA for the affected Service where such failure is related to Unavailability under the Availability SLA.

Table E: Packet Delivery Service Credit

Packet Delivery Metrics	Percentage Credit
99.95% or greater	No Credit
99.94% - 99.0%	10%
98.99% - 96.0%	30%
95.99% or less	50%

- iii. **Network Latency Service Credits.** Network latency SLAs are based on monthly average performance between Level 3 designated points of presence (“POPs”). Customer will be entitled to a service credit off of the MRC for the affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the network latency SLA for the affected Service where such failure is related to Unavailability under the Availability SLA.

Table F: Network Latency Service Credit

Delay Exceeding Network Latency Metrics	Percentage Credit
1- 10 ms	10%
11- 25 ms	30%
26 ms or greater	50%

- e. **Chronic Outage.** As its sole remedy, Customer may elect to terminate an affected Service, or if applicable an affected Converged Voice-Internet Service, hereunder prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such Service becomes Unavailable (as defined in Section 7(d)(i) above) twice during a 30-day period, and becomes Unavailable a third time within 30 days following the second event. Customer may only terminate such Service that is Unavailable as described above, and must exercise its right to terminate the affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Voice-Internet Service will result in termination of all applicable Services bundled together as the Converged Voice-Internet Service under the Order.
- f. **Installation Service Level.** Level 3 will exercise commercially reasonable efforts to install any Service on or before the Customer Commit Date for the particular Service. This installation SLA shall not apply to Orders that contain incorrect information supplied by Customer or Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this installation SLA for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges for 1 day of the pro rata share of the MRC associated with the affected Service up to a monthly maximum credit of 10 days. For Services billed on an Aggregate CIR/CDR basis, the charges for 1 day of the pro rata share of the MRC will be calculated based on the average MRC per port for the aggregate.

8. **Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of Level 3, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Level 3 services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

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

10. Level 3 Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Level 3 may lack relevant licenses to provide such service), Level 3 may agree to arrange Internet services using third party providers ("Third Party Internet Service"). Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless) and/or Satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Level 3 and accordingly, is provided on a best effort and as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Access to Level 3 on a 24x7 basis and in such circumstances Level 3 will contact the applicable third party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair and disconnection of Services.

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LEVEL 3[®] MPLS (IPVPN AND VPLS) VPN SERVICE
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1. Applicability. This Service Schedule forms part of the Master Service Agreement between Level 3 and Customer (“Agreement”) and is applicable only where Customer orders Level 3[®] MPLS (IPVPN and VPLS) VPN Service. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.

2. Service Description. MPLS VPN Service includes two (2) virtual private network (“VPN”) services, IPVPN and VPLS, providing private site-to-site communications over Level 3’s MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together “Customer Sites”) through the Customer port at either a circuit location address or a Level 3 Point of Presence (PoP) as specified in the Customer Order. Customer Sites will be connected to a port at one or more Level 3 MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN (“SNLAN”) allows multiple Customer locations to interconnect within a single Level 3-defined metro area network (“MAN”). The VPLS offer of Extended Native LAN (“ENLAN”) allows Customer to connect multiple SNLAN networks between MANs.

3. Additional features and functionality may include:

a. Enhanced Reporting. Customer may (at additional cost) subscribe to enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as “Enhanced Reporting”). Where available, these features provide end-to-end reporting and SLA’s for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Level 3 provided customer portal.

b. Class of Service (CoS). Customer may purchase CoS providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Customer Order. If a Service Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the Committed Information Rate or Peak Information Rate.

c. Smart Demarcation. In certain locations, where available, for VPN and VPLS services with Ethernet access in the domestic U.S. and VPLS services with Ethernet access outside of the U.S., Level 3 provides ‘Smart Demarcation’ which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or “NID”) used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

4. Charges. Customer shall be billed non-recurring charges (“NRC”) and monthly recurring charges (“MRC”) for MPLS VPN Services as set forth in the Customer Order. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on a Customer Order as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Customer Order. Where Customer orders MPLS VPN Services bundled with either Level 3 Internet Services or Level 3 Enterprise Voice SIP Based Services (either combination is referred to herein as a “Converged Service”) such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

5. The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

a. Level 3 Internet Services. As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Level 3 IP Network and the global internet.

b. Level 3 Enterprise Voice SIP Based Services. As part of a Converged Service, Customer may order SIP based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

c. Application Performance Management. As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management (“APM”) which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element (“ASE”).

d. Managed Network Services. As an additional Service offering, where available Customer may order Level 3 Managed Network Services (“MNS”) in which Customer premises equipment (“CPE”) is provided by either the Customer or Level 3, but in all cases is managed and maintained by Level 3. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

e. Secure Access. As an additional Service offering, where available Customer may order Secure Access Site and Secure Access Cellular.

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f. Managed Security Services. As an additional Service offering, if available Customer may order certain managed security services (“MSS”) which may be available on a cloud-based (MSS-Cloud) solution. The MSS Cloud solution may also be referenced as a Secure Internet Access Firewall or SIA Firewall when ordered in conjunction with Level 3 MPLS Service.

6. Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Level 3. All IP addresses, if any, assigned to Customer by Level 3 shall revert to Level 3 upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer’s Site, Customer shall (i) provide access at each Site for installation, implementation and maintenance (“Work”) at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer’s expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

7. Service Levels and Service Credits. The following Service Levels (SLAs) apply as set forth below. When Converged Services are ordered the SLAs below apply in lieu of any SLAs identified in the applicable Level 3 Internet Service Schedule and/or Level 3 Enterprise Voice SIP Based Service Schedule as referenced above in Section 5. Depending on the type of Service ordered by Customer, the Class of Service levels of Premium Plus, Premium, Enhanced Plus, Enhanced, and Basic may be referenced on a Customer Order as Real Time, Interactive, Mission Critical, Priority and Best Effort, respectively.

a. Availability Service Level. The Availability Service Level in the United States is 99.99%. Outside the United States, the Availability Service Level for Fully On-Net MPLS VPN Service is 99.99% and 99.9% for Off-Net Service. Fully On-Net MPLS VPN Service is provided entirely on Level 3’s owned and operated network. Off-Net Service is a service that is partially or entirely provided using third party circuits not owned and operated by Level 3. For IPVPN and VPLS, Service Availability is calculated on a per site basis.

b. Packet Delivery, Latency and Jitter Service Levels - PoP to PoP. Level 3’s service levels for packet delivery, latency, or jitter are set forth below in Tables A and B. These latency calculations are averaged monthly between all Level 3 designated points of presence (“POPs”) in a given region.

Table A: PoP to PoP

SLA Boundary	Measurement Parameter	Class of Service		
		Premium Plus/ Premium (e.g. Voice/ Video)	Enhanced Plus/Enhanced (e.g. Critical/ Preferred Data)	Basic Plus/ Basic (e.g. Default/ Internet / Bulk Data)
Intra Continental U.S.	Average Packet Delivery	99.99%	99.95%	N/A
	Average Two Way Latency	City Pair*	City Pair*	City Pair*
	Jitter (one way)	≤ 3 ms	N/A	N/A
Intra EU and EU - US	Average Packet Delivery	99.99%	99.95%	N/A
	Average Two Way Latency	City Pair	City Pair	City Pair
	Jitter (one way)	≤ 10 ms	N/A	N/A
Rest of World	Average Packet Delivery	99.9%	99.8%	N/A
	Average Two Way Latency	City Pair	City Pair	City Pair
	Jitter (one way)	Regional	N/A	N/A

*Appendix 1 sets forth the “City Pair” monthly average two way latency in the MPLS VPN PoP to PoP two way latency SLA matrix. Appendix 1 is available upon request. For city pairs that are not listed in Appendix 1, the following regional metrics apply per Table B. Regional metric calculations are averaged monthly between all Level 3 POPs in a given region.

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Table B: Regional Two Way Latency and Jitter

Description	Average Two Way Latency (milliseconds)	Average Jitter Roundtrip (milliseconds)
Trans-Atlantic (London/Amsterdam – New York)	< 95 ms	≤ 6 ms
Intra-United Kingdom	< 25 ms	< 6 ms
European network	< 45 ms	< 6 ms
North American Network *	< 65 ms	< 6 ms
Pacific (Tokyo – Sacramento, CA)	< 150 ms	< 6 ms
Sydney – US West (Sacramento, CA)	< 270 ms	< 6 ms
Sydney – Asia (Tokyo)	< 200 ms	< 6 ms
Intra-Asia **	≤ 140 ms	≤ 6 ms
South America (Buenos Aires, Sao Paolo, Panama City, Santiago, and Miami)	≤ 170 ms	≤ 6 ms
New York – South Africa	< 295 ms	< 40 ms
London – South Africa	< 230 ms	< 40 ms

* Add 90ms from/to the Mexico PoP

** 'Intra-Asia' is defined as: Japan, Australia, Hong Kong, Taiwan, Philippines, South Korea, Thailand, Malaysia, and Indonesia.

c. Packet Delivery, Latency and Jitter Service Levels – End to End (Optional). End to End Packet Delivery, jitter and two way latency SLAs apply only to sites where Customer has ordered Enhanced Reporting or APM for IPVPN. For sites with DSL, microwave or satellite access, End to End packet delivery, jitter, and latency SLAs do not apply. To calculate an end to end two way latency SLA, the loop factor table applies per Appendix 1.

Table C: End to End

SLA Boundary	Measurement Parameter	Class of Service		
		Premium Plus/ Premium (e.g. Voice/Video)	Enhanced Plus/Enhanced (e.g. Critical/Preferred Data)	Basic Plus/ Basic (e.g. Default/Bulk Data)
Intra Continental U.S.	Average Packet Delivery	99.9%	99.5%	N/A
	Average Two Way Latency	<u>City Pair Plus Loop Factor Table*</u>	<u>City Pair Plus Loop Factor Table*</u>	<u>City Pair Plus Loop Factor Table*</u>
	Jitter (Round Trip)	≤ 3 ms	N/A	N/A
Intra EU and EU -US	Average Packet Delivery	99.9%	99.5%	N/A
	Average Two Way Latency	City Pair Plus Loop Factor Table*	City Pair Plus Loop Factor Table*	City Pair Plus Loop Factor Table*
	Jitter (Round Trip)	≤ 10 ms	N/A	N/A
Rest of World	Average Packet Delivery	99.5%	99.0%	N/A
	Average Two Way Latency	City Pair Plus Loop Factor Table*	City Pair Plus Loop Factor Table*	City Pair Plus Loop Factor Table*
	Jitter (Round Trip)	Regional	N/A	N/A

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d. Credits for SLAs above. All SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. For the avoidance of doubt, credit percentages are, unless otherwise expressly provided for in these terms, only applied to the MRC of the bandwidth and port charges for applicable Sites. In no event will SLA credits in any calendar month exceed 100% of the total MRCs (excluding local access) for the affected Site(s). All approved SLA credits requested by Customer for a given month will be totaled and applied to Customer's next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.

i. Availability Service Credit. Service is "Unavailable" (except in the case of an Excused Outage) if the Customer port at a Customer site is unable to pass traffic. Service Unavailability is calculated from the timestamp Level 3 opens a trouble ticket following the report of a problem by the Customer until the time the ticket is closed. If credits are due under this SLA, no other SLAs apply to the same event. If Service is Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service locations based on the cumulative Unavailability of the Service in a given calendar month as set forth in the tables below. For a Fully On-Net Service, the SLA and credits in Table D will apply. For Off-Net Service, the SLA and credits in Table E will apply.

**Table D:
US Domestic Only or Fully On-Net MPLS VPN Service**

D Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:04:18 (99.99%)	No Credit
00:04:19 – 00:43:00 (99.9%)	10%
00:43:01 – 04:00:00	15%
04:00:01 – 12:00:00	30%
12:00:01 or greater	50%

**Table E:
Off-Net MPLS VPN Service and Service outside the Domestic US**

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01– 00:43:00 (99.9%)	No Credit
00:43:01 – 04:00:00	10%
04:00:01 – 12:00:00	30%
12:00:01 or greater	50%

ii. Data Delivery, Latency, and Jitter Service Credits. The PoP to PoP SLAs are based on monthly average performance between nodes on Level 3's MPLS network. Where End to End SLAs apply, the monthly average performance is measured between the Level 3 Equipment deployed for APM or Enhanced Reporting, as applicable. Customer will be entitled to a service credit off of the MRC for the affected Service locations as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the packet delivery, latency, or jitter SLA's for the affected Service where such failure is related to Unavailability under the Availability SLA.

Monthly Service Parameter	Service Level Credit
Data Delivery	10%
Latency	10%
Jitter	10%

e. Smart Demarcation Opt-Out. Where Smart Demarcation is required by Level 3 and Customer wants the Service provisioned without Smart Demarcation Level 3 agrees upon Customer's request to meet with Customer to discuss alternative options (if available).

f. Chronic Outage. As its sole remedy, Customer may elect to terminate an affected MPLS VPN Service, or if applicable an affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage: such MPLS Service is Unavailable (as defined in Section 5(d)(i) above) in any calendar month for: (a) more than 6 consecutive hours in each of 3 consecutive calendar months, OR (b) more than 42 hours in aggregate in any calendar month. Customer may only terminate such Service that is Unavailable as described above, and must exercise its right to terminate the affected Service under this Section, in writing, within 30 days after the event giving rise to a right of termination. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order.

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g. Installation Service Level. Level 3 will exercise commercially reasonable efforts to install each MPLS VPN Service on or before the Customer Commit Date for the particular Service. This installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular MPLS VPN Service for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges 1 day of the pro rata share of the MRC associated with the affected MPLS VPN service up to a monthly maximum credit of 10 days.

h. SLA Limitations for Enhanced Management. For circuits with Bandwidths of 15 Mbps or lower, the measurement of such Data Delivery, Latency and Jitter also excludes any time period that Customer's total bandwidth utilization or bandwidth utilization by CoS exceeds fifty percent (50%) of the applicable contracted bandwidth. For circuits with bandwidths over 15 Mbps, the measurement of such Data Delivery, Latency and Jitter also excludes any time period that Customer's total bandwidth utilization exceeds seventy percent (70%) of the applicable contracted bandwidth. The Enhanced Management SLA shall not apply to any site for any calendar month if Level 3's measurement of Data Delivery, Latency or Jitter does not include at least twenty five percent (25%) of the duration of any calendar month. Credits provided for the applicable metric are not cumulative and, in any calendar month, Customer shall only be entitled to one credit per metric per site. All measurements are based on the average of the metrics for that calendar month.

8. Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Level 3, provided however, if Customer requests to resell any Converged Services such permission from Level 3 must be in the form of an amendment signed by authorized representatives of both parties.

I. Master Service Agreement



Master Service Agreement

4805 TOWNE CENTRE, SUITE 100, SAGINAW, MI 48604 TELEPHONE: 888-964-2227

**MASTER SERVICE AGREEMENT
APPROVED VENDOR AWARD
CONTRACT NUMBER: 138AN-TISA2013-0416**

This Telecommunications Master Service Agreement (“Agreement”) is made by and between CenturyLink, (“Seller”) with principal offices located at 931 15th St., Floor 3, Denver, CO 80202, and MiCTA with principal offices located at 4805 Towne Centre, Suite 100, Saginaw, Michigan 48604.

WHEREAS, MiCTA is an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities;

WHEREAS, this agreement is for the benefit of all MiCTA members, entities eligible to become MiCTA members and which do so, and all educational and governmental units which are members (collectively “Members”);

WHEREAS, Seller wishes to provide to Members products and/or services as proposed in Seller’s response to MT-TISA 2013 RFP;

WHEREAS, MiCTA desires to promote Seller’s products and/or services to Members as an independent authorized agent of Seller pursuant to the terms and conditions set forth herein;

WHEREAS, Seller is awarded Approved status, having met all requirements set by MiCTA, and prevailed in MiCTA’s comprehensive RFP process for MT-TISA 2013 RFP, been judged by MiCTA to be a good value for Seller’s service and product areas (as identified at the Approved section of MiCTA’s web site) based on price, quality, service, etc. as identified during the RFP evaluation process;

MiCTA

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. MASTER SERVICE AGREEMENT:

1.1. Seller agrees to offer to Members meeting credit criteria, products and services as set forth in the Seller's response to MT-TISA 2013 RFP, attached as Attachment A at the pricing in Attachment B.

1.2. MiCTA hereby accepts Seller's offer to provide to Members Telecommunications products and services, as set forth in Seller's response to the MT-TISA 2013 RFP set forth in Attachment A, subject to the terms and conditions of this Agreement and the terms and conditions of the Member Participation Agreement, Attachment C, that each MiCTA Member must sign with Seller.

2. MASTER SERVICE AGREEMENT TERM:

2.1. This Agreement is effective when executed by both parties ("Effective Date") and continues for two (2) years, ("Expiration Date"), whichever is earlier, subject to the 6-month Proof of Performance, which is described in detail in Attachment D.

2.2. MiCTA reserves the right to extend the term of this Agreement for three (3) additional one-year terms providing the products, service and pricing meet or exceed MiCTA's standards, and Seller has met and continues to meet all the terms and conditions of this Agreement, specifically including without limitation the reporting and commission requirement incorporated in this Agreement from Attachment D.

3. EXCLUSIVE AGREEMENT:

3.1. Seller agrees that this Agreement is for the sole use of all Members. Seller shall not disclose the terms, negotiated pricing and/or benefits provided to Members pursuant to this Agreement to any non-Member.

3.2. Seller agrees that this Agreement supersedes all existing Master Service Agreements containing products and/or services within the scope of MT-TISA 2013 RFP. Nonetheless, any Member Participation Agreements still in effect under a prior Master Service Agreement shall remain in effect and be performed according to their terms until their expiration. Any new Member Participation Agreements would then be under the terms of this Agreement.

4. HIGHLY COMPETITIVE PRICING:

Seller hereby agrees to provide all Members with Highly Competitive Pricing throughout the term of this agreement. “Highly Competitive Pricing” means that Seller will offer all Members its most competitive pricing option that it has made available to similarly situated institutions and/or organizations in comparable markets. This provision extends to all products and services provided by Seller under this Agreement.

5. CREDIT CRITERIA:

Seller is not obligated to provide service to a Member that does not satisfy Seller’s credit criteria.

6. APPOINTMENT OF SALES REPRESENTATIVE:

MiCTA is hereby appointed an independent sales representative with limited authority to solicit, on behalf of Seller, Members as customers for Seller’s products and/or service, subject to the terms of this Agreement.

7. ACCEPTANCE OF INDEPENDENT SALES REPRESENTATIVE APPOINTMENT:

MiCTA hereby accepts the appointment by Seller as its authorized sales agent to solicit orders from Members as customers for Seller’s products and/or services, subject to the terms and conditions of this Agreement.

8. RELATIONSHIP OF PARTIES:

8.1. MiCTA shall have no authority to bind Seller by contract or otherwise or to make representations as to the policies and procedures of Seller other than as specifically authorized by this Agreement.

8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between them, and that MiCTA is an independent contractor with respect to the services provided under this Agreement.

8.3. MiCTA shall identify itself as an authorized representative of Seller only with respect to the products and/or services covered by this Agreement, and shall otherwise identify itself as an independent entity.

MiCTA

8.4. This Agreement is not intended to and does not create any third party beneficiaries, other than MiCTA members, to the rights and obligations as set forth herein, nor shall any third party beneficiaries be interred by operation or otherwise.

9. CONTRACT DOCUMENTS:

The documents which comprise this Agreement are this Agreement and any attachments or addenda, the MT-TISA 2013 RFP, the Seller's response to such RFP and any attachments or addenda. Each Member that purchases service from Seller shall also have a Member Participation Agreement with Seller.

10. RESOLVING CONFLICTING LANGUAGE:

In the event of a conflict of language among any of the contract documents for this Agreement, the conflict shall be resolved by reference to the documents in the following order: first, this Agreement and attachments or addenda, second, the Seller's response to the MT-TISA 2013 RFP and any attachments or addenda, and third, the MT-TISA 2013 RFP and any attachment or addenda. Any contractual clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above listed documents. Notwithstanding the above, the order of precedence under the Member Participation Agreement shall apply to any Member Services.

11. GEOGRAPHICAL / ACCOUNT REPRESENTATIVE:

Seller agrees to designate an Account Representative to be responsible for the coordination of order processing, expediting, problem solving, etc. for any/all Members regardless of their physical location. In addition, the Account Representative is the responsible contact for reporting to MiCTA on a periodic basis, MiCTA total gross sales revenue, who has executed a new Member Participation Agreement pursuant to Section 19 below.

Additionally:

11.1 Seller agrees to have the Account Representative in place within two (2) weeks of signing this Agreement.

11.2 Seller agrees to notify MiCTA of any personal changes with the assigned Account Representative, and agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant whenever possible.

11.3 Seller agrees to consider replacement of the Account Representative on a reasonable and lawful basis if requested to do so by MiCTA.

12. MARKETING AND SALES AIDS:

12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon marketing plan provided by the Seller.

12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products and/or services.

12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales literature, sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.

12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.

13. LOGO AND NAMES:

The logos and names of both parties are protected and are registered. Each party is only authorized to use the other party's Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with the products and/or services covered by this Agreement with the written permission of the other party.

14. FORCE MAJEURE:

Neither Party hereto shall be deemed to be in default of any provision of the Contract for any failure in performance resulting from acts or events beyond the reasonable control of such Party. For purposes of the Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other events beyond the Parties' reasonable control; provided however, that the provisions of this section shall not preclude either Party from canceling or terminating the Contract, or any order for any produce or service included herein, as otherwise permitted hereunder, regardless of any Force Majeure.

15. LIVING DOCUMENT:

The parties agree to treat this Agreement as a living document to allow for industry and technology advances, and to add products and services to Attachment A of this Agreement as mutually agreed in writing from time to time. Seller and MiCTA will confer on a regular, periodic basis, at mutually agreeable times and locations, in order to conduct a review to evaluate the possible addition of new Seller product/service offerings to this Agreement. Should MiCTA and

MiCTA

Seller reach mutual agreement regarding pricing and/or discounts for any/all new products and/or services the parties will add them to this Agreement by written amendment.

16. MICTA PRICING AND PRICE ADJUSTMENTS:

16.1 Seller hereby authorizes the price structure, as designated in seller's response to MT-TISA 2013 RFP, and as attached as Attachments A & B, to be offered to all Members.

16.2 MiCTA acknowledges that with a nationwide agreement, pricing may fluctuate regionally across the country.

17. PRICING REVIEW DATES:

Endorsed status will become effective upon execution of this Agreement by all parties. Seller's Contract price list(s) for products/services will be released to Members no later than one (1) week after contract execution. MiCTA reserves the right to review and renegotiate the pricing terms of the Agreement once during each twelve (12) month period of the Agreement.

18. INVOICE TERMS:

Seller will provide monthly invoices directly to Members for products and services provided under this Agreement and the Members Participation Agreement. Each invoice shall include a detailed breakdown of the products and services being provided.

Seller agrees to provide Members Net 30-Days invoice terms, unless otherwise agreed with the Member.

19. MEMBER'S EXISTING PARTICIPATION AGREEMENTS:

Members who have existing unexpired Member Participation Agreements for the same or similar products and services will be entitled to (1) continue under the existing Member Participation Agreement, or (2) immediately renew with Seller under the terms of this Agreement, or (3) Member and Seller may mutually agree to enter a new Member Participation Agreement under this Agreement.

20. CODES, PERMITS, FEES, LICENSES:

Seller shall be responsible for any/all permits required for installing the products or services under this Agreement, arranging for all necessary inspections, adhering to all state, federal and industry codes and adhering to the ADA Compliance of Telecommunications Equipment and Services as released by the Federal Communications Commission, September 9, 1999,

MiCTA

effective March 1, 2000. Seller shall also be responsible for those fees for codes, permits and licenses related to the products and services identified under this Agreement.

21. ORDINANCES AND REGULATIONS:

Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local governments. Seller shall pay all taxes, insurance, and license fees pertaining to the business herein described.

22. COMPLIANCE WITH LAW:

Seller shall operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required for its performance under this Agreement.

23. GOVERNING LAW:

The laws of the State of Michigan shall govern this Agreement, including all matters relating to the validity, construction, performance and enforcement thereof. Any Member Participation Agreement entered into by Seller and individual Members will be governed by and construed in accordance with the laws of the state in which service is provided or as mutually agreed upon by Member and Seller.

24. NO WAIVER:

No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

25. CONFIDENTIALITY:

25.1 Notwithstanding any other provision of this Master Agreement, CenturyLink understands and agrees that the services to be provided under this Master Agreement are to be provided to Members who are public, governmental, educational and other non-profit institutions, many of whom are subject to Freedom of Information laws, Open Records laws or similar laws, and further that service agreements with service providers, such as this agreement or the Member Participation Agreement are typically required to be disclosed and approved in public meetings.

25.2 Notwithstanding any other provision of this Master Agreement, CenturyLink further understands and agrees that MiCTA is to promote the use of the Services provided under this Master Agreement to Members, and prospective Members, which

necessarily involves disclosure of the rates, terms and conditions of receiving these services.

25.3 During the term of this Master Agreement and after termination or expiration of this Master Agreement, neither party shall in any way transfer to any third party or use in direct or indirect competition with the other party or any of its other agents any information disclosed by a party to the other party that is marked as confidential or that the receiving party knows or has reason to know is confidential (“Confidential Information”). Confidential Information includes, but is not limited to, technical information, price lists not approved for publication by CenturyLink, data and business plans. Confidential Information does not include the pricing set forth in Attachment A, or materials or information provided to the other party for purposes of marketing the program, as more fully described under Section 10 above, and other information about the program and the parties that is otherwise generally available to the public

25.4 Confidential Information is the exclusive property of the disclosing party and may be used by the receiving party solely in the performance of its obligations under this Master Agreement.

25.5 The Federal Communications Commission (“FCC”) has promulgated certain rules and orders relating to the use of Customer Proprietary Network Information (“CPNI”), as defined in the Communications Act of 1934, as amended. It is essential for both CenturyLink and MiCTA to fully comply with such CPNI Rules. CenturyLink may provide MiCTA with, and MiCTA may otherwise receive, certain CPNI of Members (“Member CPNI”). The Parties agree that all Member CPNI provided to MiCTA by CenturyLink or otherwise received by MiCTA pursuant to this Master Agreement, whether oral or written, and whether disclosed prior to or after the effective date of any amendment hereto will be deemed and treated as Confidential Information under this Master Agreement, whether or not such information is marked as confidential. MiCTA will not use Member CPNI for telemarketing, other forms of marketing or any other purpose not authorized by the Member in the Member Participation Contract. At the conclusion of the Master Agreement, or any time at the specific request of CenturyLink, any and all Member CPNI, including copies of any notes, reports, or other descriptive materials of any kind will be returned to CenturyLink or, alternatively, CenturyLink may, at CenturyLink’s sole discretion, permit MiCTA to timely destroy such Member CPNI provided that MiCTA shall, immediately after such destruction, certify in writing that the Member CPNI has been so destroyed.

26. LIMITATION OF LIABILITY:

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

26.1 Consequential Damages. NO PARTY OR THEIR AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE

LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

26.2 Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA or applicable Tariff for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA or applicable Tariff does not exist for the affected Service.

26.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

26.4 Other Direct Damages. For all other claims arising out of the Agreement, the maximum liability for Customer and CenturyLink will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

27. INDEMNIFICATION:

27.1 Seller shall warrant that it has full power and authority to grant the rights herein granted, and will indemnify and hold harmless all Members, MiCTA, their agents or employees, President, Officers, and Governing Board members against all suits, claims, damages, losses, costs, and expenses of any kind or nature, including reasonable attorney fees, arising out of the negligent acts or omissions of Seller.

27.2 MiCTA shall warrant that it has full power and authority to grant the rights herein granted, and will indemnify and hold harmless Seller, its affiliates, subsidiaries, agents or employees against all suits, claims, damages, losses, costs, and expenses of any kind or nature, including reasonable attorney fees, arising out of the negligent acts or omissions of MiCTA, including its agents and assigns.

27.3 To the extent permitted by law, MiCTA agrees to defend, indemnify and hold harmless Seller, its affiliates, agents and contractors against all claims, liabilities, costs and expenses, including reasonable attorney's fees related to the payment of the commission fees directly to MiCTA or any claims or disputes with any of MiCTA's agents or assigns.

27.4 To the extent permitted under applicable law, any indemnification obligations of Members will be governed by the applicable Member Participation Agreement.

28. DISCLAIMER OF WARRANTIES:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED “AS IS.” CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

29. 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”). Any exposure to PHI will be random, infrequent and incidental to CenturyLink’s provision of Service and is 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). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a “Business Associate” or “Covered Entity” under the HIPAA Rules for the purposes of the Agreement.

30. SEVERABILITY:

No provision of this Agreement which may be deemed illegal, invalid or unenforceable will in any way invalidate any other provisions of this Agreement, all of which will remain in full force and effect.

31. BINDING EFFECT AND ASSIGNMENT:

This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns. Neither Party may not assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent of the other Party. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA’s consent to a wholly owned subsidiary so long as the services provided to Members are unaffected.

32. CANCELLATION/TERMINATION:

32.1 Either party may terminate this Agreement with cause for breach of any provision of this Agreement provided written notice of breach has been given and such breach has not been cured within thirty (30) days after delivery of such notice. See also Attachment D – Proof of Performance during first six (6) months of this Agreement.

MiCTA

32.2 Members shall be responsible for all sums due and owed the seller for products or services provided under this Agreement.

33. SURVIVORSHIP OF PROVISIONS:

All Seller's products purchased, and seller's services performed pursuant to this Agreement shall be bound by all of the Terms and Conditions set forth herein notwithstanding the expiration of the term of this Agreement, including without limitation, the following sections and any other provision that by its nature should remain operative for so long as the products and services remain in use: (i) Governing Law, (ii) Assignment, and (iii) MiCTA Commission and Audit Functions, as defined in this Agreement.

34. NOTICES:

34.1 Notices to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and properly given on the earlier of:

34.1.1 Date such notice has been received; or

34.1.2 Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be delivered by certified mail, return receipt requested, addressed to Seller at:

CenturyLink Sales Solutions, Inc.
Roxana Madrid
1855 S. Flatiron Ct.
Room 215
Boulder, CO 80301

or at such addresses as seller may designate, in writing, from time to time, or to MiCTA addressed as follows:

MiCTA
President John Sundstrom
4805 Towne Centre Suite 100
Saginaw, Michigan 48604

or at such address as MiCTA may designate, in writing, from time to time.

35. HEADINGS:

The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are in no way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect this Agreement.

36. IMPLEMENTATION DATES:

Seller's Approved status, as applicable, will become effective upon execution of this Agreement by all parties. MiCTA and Seller shall exercise all reasonable efforts, consistent with Article 12, Marketing Support and Sales Aids, to make Seller's price list(s) for products/services, as set forth in Attachments A and B to this Agreement, available to Members as soon as practicable after the Effective Date of this Agreement.

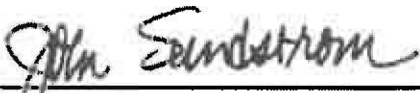
37. ENTIRE AGREEMENT:

This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations, whether oral or written, between the parties and relating to the subject matter hereof, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may not be modified, changed, altered, or amended except by an express written agreement signed by duly authorized representatives of the parties hereto.

38. CONTRACT EXECUTION:

In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.


FOR: MICTA



John Sundstrom
President

Date: 5/2/2014

FOR: CenturyLink Sales Solutions, Inc.



Richard Fernandez

Director, Pricing and Offer
Management

Date: 5/7/14



4805 TOWNE CENTRE, SUITE 100, SAGINAW, MI 48604 TELEPHONE: 888-964-2227

**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 138AN-TISA2013-0416**

ATTACHMENT A – SELLERS MICTA PROGRAM OFFERING

CenturyLink Sales Solutions Inc. has responded to the Technical Requirements of the MT-TISA 2013 RFP as instructed. CenturyLink Sales Solutions Inc. has bid on the following services, as referenced in the response.

- Section 5 – Telecommunication Services
- Section 6 – VoIP Services
- Section 7 – IP Services
- Section 9 – Specialty Services and Applications
- Section 12 – Direct Equipment Purchases



4805 TOWNE CENTRE, SUITE 100, SAGINAW, MI 48604 TELEPHONE: 888-964-2227

**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 138AN-TISA2013-0416**

ATTACHMENT B – SELLERS MICTA PROGRAM PRICING

CenturyLink Sales Solutions Inc. has responded to the Cost Proposal of the MT-TISA 2013 RFP as instructed. CenturyLink Sales Solutions Inc. has bid on the following services, as referenced in the response.

- Section 5 – Telecommunication Services
- Section 6 – VoIP Services
- Section 7 – IP Services
- Section 9 – Specialty Services and Applications
 - For further information on pricing for Section 9 – Specialty Services and Applications, [please see the additional information here.](#)
- Section 12 – Direct Equipment Purchases



MASTER SERVICE AGREEMENT CONTRACT NUMBER: 138AN-TISA2013-0416

Attachment C – Sample Member Participation Agreement:

Members, purchasing products and services made available under the Master Service Agreement, must enter into an individual Member Participation Agreement. The Participation Agreement is the written agreement between Seller and Member to provide products, services, and/or support at the prices offered and awarded under [RFP] and the Master Service Agreement. The Member Participation Agreement will further define additional purchasing terms and conditions required by a Member's organization. These Participation Agreements may include any or all of the following terms and conditions as well as any additional terms and conditions required by the Member's state or institutional purchasing requirements.

C.1 Appropriated Funding:

Members purchasing products, services, and/or support awarded under [RFP] may be subject to yearly appropriated funding. Therefore, Member reserves the right to cancel multi-term agreements whenever funds are not appropriated, or otherwise made available to support continuation or performance in any fiscal year succeeding the first. Member recognizes that this does not affect either the Member's rights or the Seller's rights under any termination clause in the Agreement.

C.2 Member Project Schedule:

Members and Seller will negotiate a schedule for providing required integration services, product delivery, product testing, system acceptance, payment requirements, etc. prior to Member placing an order and Seller's acceptance of the order. The agreed upon schedules will be made in writing, and become attached to and made part of the final Member Participation Agreement.

C.3 Member Governing Laws:

Member Participation Agreements shall be governed by and construed in accordance with the laws of the state in which the Member organization resides, excluding any conflict of law provisions. Any litigation with respect thereto shall be brought in the courts of the Member's state. Seller providing products, services and support under this Agreement shall comply with all applicable federal, state, and local laws and regulations.

C.4 Financial Stability:

Seller will acknowledge that MiCTA Members rely on Seller's financial statements filed with the Securities and Exchange Commission as a measure of Seller's financial strength and ability as an on-going business concern to fulfill its obligations under any resulting Agreement. By filing SEC Certification Reports, Seller represents that, to the best of its knowledge in all material respects, it has accurately reported its financial affairs to the SEC. If it is determined that Seller has failed to 1) conduct its financial reporting activities in compliance with generally accepted accounting principles or 2) comply with applicable Federal security laws and regulations, and there is a material deterioration of

Seller's financial viability as an on-going business concern, Member's Participation Agreements may be terminated, or the obligations thereunder reduced or eliminated.

In the event that there is a material change in the financial condition of the Seller, including without limitation, a default on loan covenants, de-listing of publicly traded stock on any recognized exchange on which they are traded, bond rating classified as "junk" bond status or lower, assignment of receivables, or a voluntary or involuntary filing for protection from creditors or reorganization of debt in a bankruptcy, liquidation, or other similar proceeding of any kind, the Term of any Member Participation Agreement shall revert automatically to month-to-month for all purposes under the Agreement. Any Member commitments shall be automatically considered to have been satisfied for the Agreement and rates, and discounts shall continue as they are at the time of the events.

C.5 Copyright Requirements:

Seller represents and warrants that it is the lawful owner or licensee of any products/services licensed or sold to Members, developed by either the Seller or Manufacturer, has all rights necessary to provide proof to the Member of ownership rights or licensed use, as applicable, of any and all products / services made available under the Master Service Agreement and Member Participation Agreement.

C.6 Indemnification:

Subject to the other limitations set forth in this agreement, Seller, to the extent permitted by law, shall indemnify, defend, and hold harmless the Member from and against all losses, liabilities, damages, and all related costs and expenses incurred in connection with any action or proceeding threatened or brought against the Member to the extent that such action or proceedings are based on a claim that any product/service provided by the Seller or its Subcontractors, the use of such products/services, or reproduction of any documentation violates the provisions set forth in this agreement.

C.7 Alternate Product Sourcing:

Member and Seller shall work in good faith to secure products, services and/or support from other Endorsed or Approved contract holders whenever it is in the best interest of the Member. Member will be responsible for notifying the Seller prior to acquiring the alternate product or service. Seller, providing integration or installation services, must:

C.7.1 Indicate any potential effects the change may create in the overall project.

C.7.2 Be willing to integrate these products and services into the Member's project.

C.8 Liquidated Damages:

Seller will be responsible for damages incurred as a result of significant downtime experienced by Member due to Seller's products or services failing to perform as specified in the Master Service Agreement and Member Participation Agreement. Seller will be solely responsible for:

C.8.1 Actual costs of damages incurred, not to exceed the total dollar value of the Agreement, for significant downtime experienced during the term of the Agreement.

C.8.2 Member shall have the right to liquidate such damages by taking a bill credit.

C.9 Insurance Requirements:

Seller and their Subcontractors operating under the Master Service Agreement and the Member Participation Agreement will, at their own expense, obtain, keep in force and maintain appropriate insurance coverage for all activities performed on Member's site in

connection with the products and services covered by the agreements. Seller will be required, at Member's request, to provide an appropriate Certificate of Insurance evidencing coverage, and provide prior written notice of any occurrence of modification, material change, or coverage cancellation during the term of Member's Participation Agreement. Coverage should minimally include the following:

C.9.1 Workers Compensation Insurance

C.9.2 Comprehensive General Liability Insurance – Bodily Injury/Property Damage

C.9.3 Services / Products / Completed Operations Aggregate

C.9.4 Automobile Insurance

C.10 Workmanship Warranty:

Seller is required to provide for a workmanship warranty of not less than one-year from the date of the Member's final system acceptance. The final system acceptance will be determined by a "sign-off" as negotiated by the Member in the Member Project Schedule and Section 1.39.19 below. Seller will be responsible for all costs for labor, field service, and pick-up and delivery related to repairs or corrections during the warranty period. Warranty will be provided to Members at no additional cost.

C.11 Member Invoice:

Seller agrees to provide invoices directly to individual Members, which shall include a detailed breakdown of all products and/or services provided. Seller agrees to minimally provide all Members with Net 30 Days invoice terms.

C.12 Freight Terms:

Seller and/or its subcontractors providing products, equipment, software, etc. to Members, agrees to provide Freight Terms as defined below.

C.12.1 Seller agrees to provide shipping terms of F.O.B. Destination-: Member's Receiving Dock, ground transportation, within the Continental U.S.A, at no additional cost to the Member.

C.12.2 Seller agrees to identify all freight charges, for unique purchases requiring actual shipping costs be invoiced "Prepay and Add", prior to accepting a Member's Participation Agreement.

C.12.3 Expedited deliveries or other special deliveries, other than ground transportation, outside the Continental U.S.A., will be prepaid and added to the Member invoice at actual costs.

C.13 Hardware/Software Compatibility:

Seller and/or its subcontractors, providing hardware or software products to Members, agree to address hardware / software compatibility issues with both the Member that minimally includes the following:

C.13.1 Seller shall be responsible for notifying both the Member and MiCTA of any/all Member compatibility and/or interoperability issues between hardware, peripheral or software provided by the Seller.

C.13.2 Seller shall provide networking equipment configurations that meet or exceed all applicable industry standards, and are interoperable with all other Member system components.

C.13.3 Seller is responsible for providing an evaluation or survey of Member's existing systems and software prior to ordering and installing equipment, and make Member aware of any/all known interoperability and compatibility issues that must be addressed.

C.13.4 Seller agrees to notify the Member entering into a participation agreement of any additional electronic premise equipment that is required to interface to the hardware, peripherals, or software being provided.

C.13.5 Seller shall not be held responsible for products which fail to perform as designed as a result of any additions or modifications to the products and/or services not performed by the Seller, or resulting from the Member's use of the products and/or services in conjunction with the Member's other software and/or systems which have not been reviewed and approved by the Seller prior to order and installation.

C.14 Termination Right:

The Service or Products shall be available for use by MiCTA Member within seven (7) business day from receipt of the Member Participation Agreement by Seller. Seller agrees that Members shall have the right to terminate the Participation Agreement without cause at any time.

C.15 Title and Risk Allocation:

Seller agrees to provide a license for use of the service upon the Effective Date set forth in the Participation Agreement, for all products and services.

C.16 Seller Hardware/Software Warranty:

Seller and/or its subcontractors, providing hardware / software to Members, agrees to provide a Seller's Hardware/Software Warranty that minimally includes the following:

C.16.1 Seller assumes responsibility for issues and/or concerns arising in setup, installation, and general system testing when a subcontractor is utilized to complete this process.

C.16.2 Seller warrants the infrastructure operation and capacity based on the system specifications and design.

C.16.3 Seller's warranty will commence upon the Effective Date of each Participation Agreement, and will be provided at no additional cost to the Member, other than those costs as agreed.

C.16.4 Seller warrants that all products and services provided under this Agreement to Members conform to all RFP requirements and all representations contained in the Seller's RFP response, presentation, and/or and technical demonstration.

C.16.5 Seller guarantees that the use of non-certified installation and/or service technicians will not void any manufacturer's product warranty.

C.16.6 Seller agrees that all warranty service provided under this Agreement to Members shall be performed by manufacturer trained, certified, and authorized technicians.

C.16.7 Seller agrees to act as the sole point of contact for warranty service.

C.16.8 Seller warrants it will pass through to Members any and all warranties obtained or available from the original equipment manufacturer (OEM) only, including any replacement, upgrades, or additional equipment warranties.

C.16.9 Seller agrees that any shipment received damaged or “dead on arrival” (DOA) will be immediately replaced with new equipment via priority shipping by the Seller.

C.16.10 Seller agrees that damaged or DOA shipments will be issued an RMA and freight Call Tag, and returned either at the Seller’s or manufacturer’s expense.

C.17 Compliance With Law:

Seller and its subcontractors shall, at their own expense, operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required by the states in which they conduct business.



**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 138AN-TISA2013-0416**

ATTACHMENT D – REPORTING AND COMMISSIONS DUE MiCTA

D.1 Commission/Restrictions:

Upon acceptance of an order by Seller, Seller agrees to pay MiCTA a commission fee of 2% on all long distance and related telecommunication items and 1% on equipment and all other products and services, of the Eligible Net Revenue (as defined below) generated from any MiCTA account. For purposes of this Agreement:

- D.1.1. *MiCTA Account* shall mean a Member that purchases Seller's products or services under this Agreement and the Member Participation Agreement with Seller.
- D.1.2. *Eligible Net Revenue* means all revenue received from MiCTA Members, but shall not include: (i) any revenues received by Seller for goods and services that are not within the scope of [RFP]; (ii) any pass-through access/egress (or related) charges imposed by third parties; (iii) any non-recurring charges imposed on or by Seller's tariffs; (iv) any pass-through directory assistance charges; (v) any taxes or surcharges; and (vi) any promotional or other credits granted by Seller.
- D.1.3. The only commissions, fees or compensation due MiCTA under this Agreement shall be those commissions payable on all MiCTA Accounts pursuant to Member Participation Agreements for products and services within the scope of [RFP].
- D.1.4. Commissions are to be paid monthly beginning sixty (60) days after the billing date starting with the first full month's billing by Seller of a Member, and commission payments shall be made at the end of the appropriate calendar month. Notwithstanding anything else, Seller is only required to pay commissions on the actual "Eligible Net Revenues" received from a Member.
- D.1.5. Notwithstanding the above, in the event that commissions due MiCTA total less than \$50.00 for any given payment period, Seller shall have the right to withhold payment of such commissions until the total reaches \$50.00, and then Seller shall pay to MiCTA such aggregated commissions in the next payment period.
- D.1.6. Seller shall be responsible for payment of all pending MiCTA commissions due from sales revenues generated by this Agreement up through the actual date of termination.
- D.1.7. MiCTA does not guarantee a minimum sales volume or estimated sales volume for this Agreement.

D1.8. MiCTA is solely responsible for the payment of any taxes or assessments in connection with its receipt of commission payments hereunder.

D.2. REQUIRED SALES/COMMISSION REPORTS:

Seller is required to notify MiCTA of all sales and/or service commitments with MiCTA Members. The report must minimally, for each Member taking service, include the customer name, contact name/number, city, state, estimated volume, estimated commission, estimated cost savings, and estimated delivery date. A sample report is available upon request. MiCTA may provide Seller with a reporting portal on MiCTA's website and require such reporting to be made electronically on the website. Reports must be submitted by the 60th day following month-end close. **Reports are due even if no sales are made during the period, so that the Seller certifies that no sales were made to MiCTA Members.**

Reports should be sent to:

MiCTA
Attn: Commission Report
4805 Towne Centre
Suite 100
Saginaw, MI 48604

Sales/Commission Reporting Process:

- D.2.1. Reports must include a list of **all** purchases by MiCTA Members from the Seller.
- D.2.2. Seller will be required to submit an Annual Report of all MiCTA Member purchases within 30-days of the Seller's fiscal year close.
- D.2.3. Any failure to file reports of Member sales, or no sales as the case may be, is a breach of this Agreement.
- D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA commissions paid by seller, on an annual basis. Seller shall bear the costs of the audit should the results of the audit identify a material amount of unpaid commissions. In the absence of a material underpayment, MiCTA will be solely responsible for the cost of any such audit.
- D.2.5. Seller agrees to comply with a MiCTA request for audit within thirty (30) working days of receiving the written request.
- D.2.6. Seller agrees to pay all commissions due on all unreported Eligible Net Revenue with MiCTA Accounts revealed during an audit, plus 20% of such unpaid fees as a penalty.
- D.2.7. MiCTA will repay any over-paid commissions disclosed during an audit and such repayment may be an offset against future commissions.

D.3 Proof of Performance – First Six (6) Months

D.3.1 Notwithstanding any other provision of this Master Service Agreement, Seller agrees that during the first six (6) months of this agreement Seller will demonstrate significant efforts to make sales to MiCTA Members, implement a plan to market Seller’s products or services to the MiCTA Members, promptly file the required sales reports pursuant to D.2, even if no sales were made during the period, and pay all commissions due pursuant to D.1. If no sales are made within 6 months from the date of signing the MSA, MiCTA has the right to and will terminate the MSA, unless the vendor can demonstrate to MiCTA's satisfaction that significant efforts have been made to market the vendor's MiCTA approved products and services to MiCTA members.



**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 138AN-TISA2013-0416**

***ATTACHMENT E – CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT MiCTA MEMBER
PARTICIPATION AGREEMENT***

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
MiCTA MEMBER PARTICIPATION AGREEMENT**

This CenturyLink Loyal Advantage MiCTA Member Participation Agreement (collectively "Agreement") is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink Company providing the Services under this Agreement ("CenturyLink") and _____, a MiCTA member ("Customer" or "Member") and is effective on the date CenturyLink signs it ("Effective Date"). The name of the CenturyLink operating company providing Services to Member is listed in the Agreement, each acting separately and individually responsible for all of its own obligations. The provision of Service under this Agreement is available only to members in good standing with MiCTA as set forth in their bylaws. MiCTA and CenturyLink may modify the criteria to be a Member institution. Member represents and warrants that it is a Member institution as evidenced by the Member number supplied below. Using CenturyLink's electronic signature process for the Agreement is acceptable.

Enter Member's legal business name]

CENTURYLINK SALES SOLUTIONS, INC.

Authorized Signature

Name Typed or Printed

Title

Date

Authorized Signature

Name Typed or Printed

Title

Date

Member's address for notices:
Member's facsimile number:
Person designated for notices:

1. Services. CenturyLink will provide, and Member will purchase, the services ("Services") set forth in service exhibits ("Service Exhibits") attached hereto or later added by an amendment according to the terms of this Agreement and the Telecommunications and Internet Services Master Agreement between MiCTA and CenturyLink that became effective on _____ ("MiCTA Master Agreement") which is hereby incorporated by reference. The offer contained in this Agreement is only valid provided the MiCTA Master Agreement is in full force and effect as of the Effective Date. The description, service level agreement, minimum service term, and cancellation charges for a Service are set forth in the Service Exhibit. The Service Exhibits attached to this Agreement are:

Qwest Communications Company, LLC d/b/a CenturyLink QCC Services:
[Enter Services]

Qwest Corporation d/b/a CenturyLink QC Services (Centurylink QC Services are available only in CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.)
[Enter Services]

2. Filing Concurrence. CenturyLink QC may be required to submit this Agreement, Service Exhibits, Pricing Attachments, and any subsequent addenda for Service to certain regulatory agencies for approval because the Rates or certain other terms are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Agreement Effective Date, those service-specific Rates and/or terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB terms become effective. If Member receives reduced pricing under a Pricing Attachment and a regulatory agency later invalidates the ICB Terms after they became effective, Member will pay CenturyLink QC any difference in the amounts listed in the applicable Tariff for the Service and the amounts Member was charged for the Service. When approved by the regulatory agencies, Member may add additional quantities of Services under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve the ICB Terms, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The subject Service Exhibit, Pricing Attachment, and subsequent addenda containing the ICB Terms will remain in effect in all other jurisdictions. Each Service Exhibit or subsequent addenda will explain which Rates or terms are ICB.

3. Term. The term of this Agreement shall begin upon the Effective Date and will continue SELECT TERM or until the last to expire or terminate Service Exhibit ("Initial Term"). At the end of the Initial Term, Member may renew the Agreement for consecutive renewal periods of at least 12 months at the same rates ("Renewal Term"), or if Member does not renew the Agreement, this Agreement will continue on a month-to-month basis (a "Monthly Term") if not terminated earlier in accordance with this Agreement. The Initial Term, each Renewal Term, and the Monthly Term are referred to as the "Term." During the Monthly Term, CenturyLink may apply the month-to-month rates or, if month-to-month rates are not listed, the rates and discounts associated with the shortest term available to Member's existing ordered Services or orders for new Services submitted under the terms and conditions contained herein.

4. Rates. The MRCs, NRCs, and usage charges applicable to the Services based upon the Term shall be those set forth in the MiCTA Master Agreement and available on the MiCTA Web site for Members located at: www.mictatech.org ("MiCTA Rate Schedule"). If the MiCTA Rate Schedule does not set forth rates and charges applicable to a particular Voice and Data Service, the rates and charges for such service(s) shall be offered at CenturyLink's then-current rates. CenturyLink reserves the right to modify international rates and to change the rates for Service at any time for changes based upon Regulatory Activity. If Regulatory Activity causes an increase in the rates for Member's ordered Services that materially and adversely affects Member, then Member may terminate the affected QCC

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Service upon 30 days prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Member: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Member does not provide CenturyLink such notice during the time permitted in this Section, Member will have waived its right to terminate the affected QCC Service under this Section. 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, RSS, or Service Exhibit.

5. Payment. CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Member must pay CenturyLink all charges within 30 days after the invoice date or by the due date on the invoice if specified. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Member must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Member 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 Member's submission of valid evidence of exemption. Member may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Member does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Member or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Member. Those charges will not apply to an invoice that is not available through Control Center. Member's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Member's payment preferences deviate from CenturyLink's standard practices.

6. Confidentiality. Except to the extent required by an open records act or similar law, neither CenturyLink nor Member 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 or the MiCTA Master Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other'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. CenturyLink's consent may only be given by its Legal Department. 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.

7. CPNI. CenturyLink is required by law to treat CPNI confidentially. Member 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 Member could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Member may withdraw its authorization at any time by informing CenturyLink in writing. Member's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Member. However, in order to participate in CenturyLink's MiCTA program offering, Member must consent to the disclosure of CPNI to MiCTA, and by executing this Agreement, Member expressly provides its consent.

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

9. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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

10.1 Consequential Damages. NO PARTY OR THEIR AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

10.2 Claims Related to Services. For Member's claims related to Service deficiencies or interruptions, Member's exclusive remedies are limited to: (a) those remedies set forth in the SLA or applicable Tariff for the affected Service or (b) the total MRCs or usage charges paid by Member for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA or applicable Tariff does not exist for the affected Service.

10.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

10.4 Other Direct Damages. For all other claims arising out of the Agreement, the maximum liability for Member and CenturyLink will not exceed in the aggregate the total MRCs and usage charges paid by Member to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Member's payment obligations under the Agreement.

11. Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other, their Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party unless otherwise stated in a CenturyLink QC Service Exhibit or Tariff. To the extent permitted under law, Member also agrees to be responsible for all third party claims for damages,

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liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Member or End Users, or any AUP violation.

12. Termination.

(a) Either party may terminate a Service in accordance with the applicable Service Exhibit's term requirements with 60 days' prior written notice to the other party. Either party may terminate this Agreement: (i) by providing written notice of termination to the other party at least 30 days prior to the expiration of the then current Term; or (ii) for Cause; provided that if Member is terminating this Agreement for Service related claims, Cause exists where there is cause to terminate all or substantially all of the Services in accordance with the applicable service level agreements or Service Exhibits.

(b) Upon termination or expiration of the MiCTA Master Agreement, Member may either: (i) continue receiving Services or products under the terms and conditions described herein until expiration of the Initial Term; or (ii) execute a new agreement for Services between CenturyLink and Member; or (iii) terminate this Agreement without liability for Early Termination or Cancellation Charges.

(c) If Member terminates this Agreement before the expiration of any individual service term (Minimum Service Term) for a particular Service described in a Service Exhibit, the applicable Cancellation Charge for the Service will apply. If, prior to the conclusion of the Term, this Agreement is terminated either by CenturyLink for Cause or by Member for any reason other than Cause, then Member will also be liable for: (i) for CenturyLink QCC Services the higher of the Early Termination Charge or the sum of all CenturyLink QCC Cancellation Charges that apply for terminating all CenturyLink QCC Services at the time the Agreement is terminated; and (ii) for CenturyLink QC Services, the CenturyLink QC termination charges as set forth in the Tariff or the applicable Service Exhibit(s).

(d) Member will remain liable for charges accrued but unpaid as of the termination date.

13. Non-Appropriations. Member intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Member: (a) Member agrees to include in its budget request appropriations sufficient to cover Member's obligations under this Agreement; (b) Member agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Member 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. Member 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 Member 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 Member and agreed to by CenturyLink), Member may terminate this Agreement without incurring an Early Termination Charge or CenturyLink QCC Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Member will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

14. Intellectual Property Infringement. CenturyLink will, at its own expense, defend Member against any claim, demand or suit made or brought against Member by a third party alleging that any use of CenturyLink Service as allowed under this Agreement infringes or misappropriates the valid United States patent rights of a third party issued or in effect on the Effective Date and CenturyLink will pay any costs of settlement or any damages finally awarded against Member. 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 Member other than the then current unaltered release of any software used in the Services, (d) use or operation by Member 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 Member controlled the design of such services or (f) Member supplied content, data, or other information. CenturyLink's obligations are expressly conditioned upon the following: (g) that Member 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 Member 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 Member the right to continue using the applicable Service; (k) replace or modify the Service to provide Member 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, CPE, 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.

15. Miscellaneous.

15.1 General. The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

15.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, the MiCTA Master Agreement to the extent there is a conflict in the pricing Order Form, CenturyLink QC records, and if applicable, CenturyLink QC Tech Pubs. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control:

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Tariff, Service Exhibit, the Agreement, RSS, ISS, Order Form Centurylink QC records, and if applicable, CenturyLink QC Tech Pubs.

15.3 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.

15.4 ARRA. Member will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

15.5 HIPAA. CenturyLink does not require or intend to access Member data in its performance hereunder, including but not limited to any confidential health related information of Member'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"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is 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). As such, if Member is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Member agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

15.6 Installation, Maintenance and Repair.

- (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.
- (b) Member will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Member will provide or secure at Member's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Member'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 Member's premises is unsafe or likely to cause injury.
- (c) Member is responsible for any facility or equipment repairs on Member's side of the demarcation point. Member may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Member of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Member's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

15.7 Governing Law; Dispute Resolution.

- (a) **Billing Disputes.** If Member disputes a charge in good faith, Member may withhold payment of that charge if Member makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Member's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Member and within five business days after CenturyLink's notification, Member must pay the charge and accrued interest.
- (b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.
- (c) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.
- (d) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Member disputing an amount in an invoice, which must be done by Member within 90 days after the invoice date of the disputed amount.

15.8 No Resale; Compliance. Member represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Member's use of Services must comply with all applicable laws.

15.9 Assignment. Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Member must have a financial standing and creditworthiness equal to or better than Member's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party. But Member may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances.

15.10 Amendments; Changes. The Agreement may be amended only in a writing signed by both parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Member, 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, RSS, ISS or AUP, with such updated Tariffs,

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RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

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

15.12 Required Notices. Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Member as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

15.13 Service Termination Notices. Member's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: GBMdisconnects@CenturyLink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit or for CenturyLink QC Services, Member must call the customer care number specified on Member's invoice to provide notice of termination.

15.14 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

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

16.1 Jurisdiction. Member 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 and Funding Approval. CenturyLink QC may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink QC constructs facilities under one or more of the following circumstances: (a) if the amount of Member'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) Member 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) Member requests that Construction be expedited, resulting in added cost to CenturyLink QC. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on the Pricing Attachment. That approval will be granted at the sole discretion of CenturyLink QC. In the event contract documents are signed, under which Member is ordering Service for which Funding is not approved, CenturyLink QC will cooperate with Member in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink QC may immediately terminate, without penalty, the Pricing Attachment under which Member ordered the Service, when Funding of the contracted and alternate Service solutions is determined to not be possible.

16.3 Expedite. Any Member 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 Member, Member and CenturyLink QC will mutually agree to a new Service Due Date.

16.4 Service Changes. Member may add, move, or upgrade each Service in a Pricing Attachment via an Amendment to this Agreement. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the RSS in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an RSS change results in a conflict with the terms and conditions applicable to the Service, then Member 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 RSS. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the RSS posted at qwest.centurylink.com/legal. Services without a Service-specific SLA are subject to the credit for service interruptions contained in the RSS. The credits outlined in the SLAs or RSS are Member'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. Member will receive the Rates in effect in the RSS on the Service Acceptance Date. CenturyLink QC will keep an archive of the RSS Web pages listing Rates, including dates of Rate changes. Member agrees that CenturyLink QC's archive is conclusive evidence in the event of a dispute.

(b) If Member requests items from the RSS for which charges do not appear in a Pricing Attachment, CenturyLink QC will inform Member of the charges at the time of the request, giving Member 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:

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(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. Member will pay such charges regardless of whether Member 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 Member 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 Member agrees to pay for the billed Service. If Member 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 Member Responsibilities. Member is responsible for the following:

(a) **Access.** Member 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 Member operations concerning Service at Member's premises will be performed at Member's expense, and Member 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 Member's premises will be provided only at Member's expense.

(c) Member will properly use the Service. Member 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 QC RSS No. 1 Service Termination.

(a) **Service; Service Exhibit Before Service Due Date.** If Member 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 Member 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 Member 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) Member 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) Member must agree to a new service term and Minimum Service Period for the new service;

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

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

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

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

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

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

16.9 CenturyLink QC RSS No. 1 Service Definitions.

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

"Demarcation Point" means the CenturyLink QC designated: (a) physical interface between the CenturyLink QC Domestic Network and Member's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink QC Domestic Network to Member's telecommunications equipment. "CenturyLink QC Domestic Network" means the CenturyLink QC

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

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

"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 Member, and during which the applicable Service will be held available for Member upon Member'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 Member 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 Member for testing.

"SONET" means Synchronous Optical Network.

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

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

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at qwest.centurylink.com/legal/.

"Cancellation Charge" means cancellation or termination charges that apply when Member 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 QCC from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Member, 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.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

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

"CPNI" means Member 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 Member's telecommunications services. CPNI reflects the telecommunications products, services, and features that a Member subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a Member's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

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

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/qcc_info_services.pdf.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"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.

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“RSS” means as applicable CenturyLink QCC’s Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_qcc_ixc_rss_no_2.pdf for CenturyLink QCC’s International RSS and at http://www.centurylink.com/tariffs/fcc_qcc_ixc_rss_no_3.pdf for CenturyLink QCC’s Interstate RSS, and at http://www.centurylink.com/tariffs/fcc_qc_acc_rss_no_1.pdf for CenturyLink QC’s Interstate RSS.

“SLA” means the service level agreement applicable to a Service as described in a Service Exhibit.

“State” means one of the 50 states of the United States or the District of Columbia.

“Tariff” includes as applicable: CenturyLink QCC or CenturyLink QC FCC #1state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

“Tax” or “Taxes” means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Member) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Member. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

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