



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR2474

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and CenturyLink Communications, LLC (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

We are amending Utah Cooperative Contract No. AR2472, Pramata # 1068385, with Effective Date of January 1, 2018 as follows;

The following Service Exhibits and Rate Addendums attached to this Amendment #1 are hereby added to Attachment E of the Master Agreement:

- DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT
- LOCAL ACCESS SERVICE EXHIBIT
- INTERACTION ROUTING SERVICE EXHIBIT
- HOSTED (VIRTUAL PORTS) SERVICE EXHIBIT
- HOSTED IVR (MINUTES OF USE) SERVICE EXHIBIT
- DOMESTIC VOICE SERVICE EXHIBIT
- LONG DISTANCE AND TOLL FREE RATE ADDENDUM
- SOFTWARE-DEFINED WAN SERVICE EXHIBIT

The CENTURYLINK TS SERVICE EXHIBIT included in Attachment E of the Master Agreement is hereby deleted in its entirety and replaced with the version of the CENTURYLINK TS SERVICE EXHIBIT attached to this Amendment #1.

Effective Date of Amendment: January 1, 2018

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:
 1/22/2018
 Contractor's Signature Date

 1/30/18
 Kent Beers Director Date
 State of Utah Division of Purchasing

Jacob Darfler

Contractor's Name (Print)

Senior Manager - Offer Management

Title (Print)

Purchasing Agent	Phone #	e-mail	Contract #
Solomon Kingston	801-538-3228	skingston@utah.gov	AR2474

DOMESTIC CENTURYLINK IQ[®] NETWORKING SERVICE EXHIBIT

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

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

2. Service.

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

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

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

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

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

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

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

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

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

DOMESTIC CENTURYLINK IQ[®] NETWORKING SERVICE EXHIBIT

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

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

(e) **Customer Responsibilities.**

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

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

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

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

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

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

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

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

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

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

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

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

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

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

4.1 Pricing Methodologies.

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

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

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

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

5. Term; Cancellation.

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

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

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

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

5.3 Waiver of Cancellation Charges.

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

(b) Migration to Other CenturyLink Services. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

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

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

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

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

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**PRICING ATTACHMENT****1. Pricing****1.1 Network Management Service MRCs.**

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

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

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

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

1.2 CenturyLink IQ Networking Features.**(a) VPN Extensions.**

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

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

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

Pricing for Internet Ports is affected if access to the Port is over frame relay ("FR Access"). Pricing for Private Ports does not change depending on which type of access to the Port is used. If Customer uses frame relay local access to an Internet Port, Customer can burst beyond the applicable committed information rate to full Port speed based upon bandwidth availability.

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

(a) Tiered Pricing.

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

DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

State of Utah ("Customer")

and

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

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

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

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

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

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

LOCAL ACCESS SERVICE EXHIBIT

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

2. Service Description and Availability.

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

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

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

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

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

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

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

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

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

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

LOCAL ACCESS SERVICE EXHIBIT

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

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

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

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

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

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

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

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

LOCAL ACCESS SERVICE EXHIBIT

(b) Extended Wiring. "Extended Wiring" means additional wiring from the Demarcation Point to Customer's network interface equipment. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available). Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the Demarcation Point only.

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

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

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

5. Term; Cancellation.

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

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

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

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

†Includes all types of Service Technology unless otherwise noted.

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

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

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

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

LOCAL ACCESS SERVICE EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

LOCAL ACCESS SERVICE EXHIBIT

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

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

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

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

"CenturyLink Managed Application" means Multi-Tenant Managed Application and Single-Tenant Managed Application.

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

"CTI" means Computer Telephone Integration.

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

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

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

"Minimum Service Term" means the number of months initially in the Term of the Agreement used to determine the Service unit MRCs.

"Multi-Tenant Managed Application" means a CenturyLink owned, monitored and managed Interaction Routing applications and supporting network equipment that are shared with other CenturyLink Contact Center customer applications.

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

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

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

"Renewal Term" means the number of months in the Minimum Service Term.

"Single-Tenant Managed Application" means a CenturyLink owned, managed and monitored application server dedicated to Customer, and load balancers and supporting network equipment that are shared with other CenturyLink Contact Center Customers.

"SLA" means the Interaction Routing Service Level Agreement posted at <http://www.centurylink.com/legal/>.

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

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

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

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

2. Service.

2.1 Description.

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

- (a) Quick Launch Agents are inbound agents using standard hunt groups for call routing. Agents are grouped by primary function (i.e. customer service, sales, billing, etc.) There are no skills, preferences, or business rules available in this group.
- (b) Skills Based Agents are inbound agents that are grouped by skill group. This group includes all the capabilities of Quick Launch Agents plus skills and business Rules. Agents can have multiple skills and preferences (levels) within each skill

LOCAL ACCESS SERVICE EXHIBIT

group. Calls are routed based on the skill of the agent anticipated to handle the call. Call routing can also include business rules. This incorporates items like performance, account status, etc. to be added to the routing strategies.

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

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

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

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

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

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

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

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

2.1.10 Genesys Agent Desktop ("GAD") supports agent and supervisory functionality. The GAD can be located on a Customer provided server at Customer's location or hosted on a CenturyLink virtual server at a CenturyLink location. The desktop application can be modified to Customer's specific requirements. The details and charges for such modifications will be provided in an SOW.

(a) If the GAD is located on a Customer provided server, a Genesys Agent Desktop MRC will apply for each Concurrent Agent.

(b) If the GAD is hosted on a CenturyLink virtual server, a Hosted Genesys Agent Desktop MRC for each Concurrent Agent and an Agent Application Subscription MRC will apply. The Agent Application Subscription provides simplex or duplex redundancy. Simplex allows the application to be installed on a single server configuration within a CenturyLink hosting location. Failover is limited to single server redundancy options. Duplex allows the application to be installed on multiple servers allowing failover of the application between servers in addition to the single server failover capabilities.

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

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

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

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

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

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

LOCAL ACCESS SERVICE EXHIBIT

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

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

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

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

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

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

2.1.18 Multi-Tenant Managed Application. If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer's Interaction Routing application in a Multi-Tenant Managed Application environment. All rights in the Multi-Tenant Managed Application are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Multi-Tenant Managed Application. The charges for such services are provided in a SOW. Customer will have the ability to securely upload specified data to the Multi-Tenant Managed Application environment in a method defined in the SOW.

2.1.19 Single-Tenant Managed Application. If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer's Interaction Routing application in the Single-Tenant Managed Application environment. All rights in the Single-Tenant Managed Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Single-Tenant Managed Application environment. The charges for such services are provided in a SOW. Customer will have the ability to securely upload and download specified data to the Single-Tenant Managed Application environment in a method defined in the SOW. Customer has the option to utilize an external data source. A secure connection will be required between the CenturyLink Single-Tenant Managed Application and Customer's external data source.

2.1.20 Simple Call Center-Call Flow Setup. This provides a predefined call flow for Customer. The call flow allows Customer to choose from routing options within the given parameters. The call flow provides routing to the inbound voice call allowing the option of an emergency announcement, time of day/day of week check, holiday check, expected wait time announcement, Customer specific greeting, prompting for up to 10 call menus and four sub menus, queueing with music, routing to agents or a voice mailbox provided by Customer. If Customer requires anything outside these options they must follow the standard SOW option for custom call flows. This call flow is also limited to English only, no speech recognition, inbound voice only, QuickLaunch Agent capabilities, Supervisor access, 10 agent groups, no CTI or data dips, and the standard desktop tools (GAD, GSD, administration tools and reporting tools).

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

2.2.1 Ownership; Grant of License.

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

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

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

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

LOCAL ACCESS SERVICE EXHIBIT

Party Materials. Any costs of such assignment will be borne by Customer. CenturyLink makes no warranties and will have no responsibility whatsoever, including any obligation to indemnify, as to Third Party Materials. A breach of such license by Customer will be a breach of the Agreement.

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

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

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

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

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

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

2.2.6 Application and Platform Support.

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

LOCAL ACCESS SERVICE EXHIBIT

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

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

2.2.8 Compliance with Laws.

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

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

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

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

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

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. The MRCs will be used to calculate Contributory Charges. Unit MRCs for the Service are based on the then current Term set forth in the Agreement. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

5. AUP. All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

INTERACTION ROUTING SERVICE EXHIBIT

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

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

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

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

"CenturyLink Managed Application" means Multi-Tenant Managed Application and Single-Tenant Managed Application.

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

"CTI" means Computer Telephone Integration.

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

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

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

"Minimum Service Term" means the number of months initially in the Term of the Agreement used to determine the Service unit MRCs.

"Multi-Tenant Managed Application" means a CenturyLink owned, monitored and managed Interaction Routing applications and supporting network equipment that are shared with other CenturyLink Contact Center customer applications.

"Net Rates" are in lieu of all other rates, discounts, and promotions.

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

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

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

"Renewal Term" means the number of months in the Minimum Service Term.

"Single-Tenant Managed Application" means a CenturyLink owned, managed and monitored application server dedicated to Customer, and load balancers and supporting network equipment that are shared with other CenturyLink Contact Center Customers.

"SLA" means the Interaction Routing Service Level Agreement posted at <http://www.centurylink.com/legal/>.

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

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

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

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

2. Service.

2.1 Description

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

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

INTERACTION ROUTING SERVICE EXHIBIT

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

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

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

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

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

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

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

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

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

2.1.10 Genesys Agent Desktop ("GAD") supports agent and supervisory functionality. The GAD can be located on a Customer provided server at Customer's location or hosted on a CenturyLink virtual server at a CenturyLink location. The desktop application can be modified to Customer's specific requirements. The details and charges for such modifications will be provided in an SOW.

(a) If the GAD is located on a Customer provided server, a Genesys Agent Desktop MRC will apply for each Concurrent Agent.

(b) If the GAD is hosted on a CenturyLink virtual server, a Hosted Genesys Agent Desktop MRC for each Concurrent Agent and an Agent Application Subscription MRC will apply. The Agent Application Subscription provides simplex or duplex redundancy. Simplex allows the application to be installed on a single server configuration within a CenturyLink hosting location. Failover is limited to single server redundancy options. Duplex allows the application to be installed on multiple servers allowing failover of the application between servers in addition to the single server failover capabilities.

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

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

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

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

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

INTERACTION ROUTING SERVICE EXHIBIT

- a) Concierge is the core capability of Virtual Hold allowing the caller to be given an option to retain their place in queue and receive a call back when their call would have processed.
- b) Rendezvous is a capability of Virtual Hold that allows a caller to leave a long queue and schedule a callback at a more convenient time up to seven days out from the current date.

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

- a) LivePerson Adapter provides a software interface to a Customer provided CRM desktop solution from LivePerson allowing the integration of the CRM desktop to the call center agent.
- b) Salesforce.Com Adapter provides a software interface to a Customer provided CRM desktop solution from Salesforce.com allowing the integration of the CRM desktop to the call center agent.
- c) Genesys Connect is the ability to connect the Interaction Routing platform with a Customer provided Genesys premises environment so the two solutions can exchange routing, agent, and calling party information.

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

2.1.18 Multi-Tenant Managed Application. If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer's Interaction Routing application in a Multi-Tenant Managed Application environment. All rights in the Multi-Tenant Managed Application are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Multi-Tenant Managed Application. The charges for such services are provided in a SOW. Customer will have the ability to securely upload specified data to the Multi-Tenant Managed Application environment in a method defined in the SOW.

2.1.19 Single-Tenant Managed Application. If requested by Customer and accepted by CenturyLink, CenturyLink will host Customer's Interaction Routing application in the Single-Tenant Managed Application environment. All rights in the Single-Tenant Managed Application environment are reserved by CenturyLink and CenturyLink does not convey any rights to Customer in such Single-Tenant Managed Application environment. The charges for such services are provided in a SOW. Customer will have the ability to securely upload and download specified data to the Single-Tenant Managed Application environment in a method defined in the SOW. Customer has the option to utilize an external data source. A secure connection will be required between the CenturyLink Single-Tenant Managed Application and Customer's external data source.

2.1.20 Simple Call Center-Call Flow Setup. This provides a predefined call flow for Customer. The call flow allows Customer to choose from routing options within the given parameters. The call flow provides routing to the inbound voice call allowing the option of an emergency announcement, time of day/day of week check, holiday check, expected wait time announcement, Customer specific greeting, prompting for up to 10 call menus and four sub menus, queueing with music, routing to agents or a voice mailbox provided by Customer. If Customer requires anything outside these options they must follow the standard SOW option for custom call flows. This call flow is also limited to English only, no speech recognition, inbound voice only, QuickLaunch Agent capabilities, Supervisor access, 10 agent groups, no CTI or data dips, and the standard desktop tools (GAD, GSD, administration tools and reporting tools).

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

2.2.1 Ownership; Grant of License.

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

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

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

INTERACTION ROUTING SERVICE EXHIBIT

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

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

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

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

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

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

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

2.2.6 Application and Platform Support.

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

INTERACTION ROUTING SERVICE EXHIBIT

or modification of the Work Product, Customer will be charged for such effort at the Application Support Hourly Rate set forth in the Pricing Attachment. Any extension of the Warranty Services beyond the Warranty Period must be detailed in a new SOW.

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

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

2.2.8 Compliance with Laws.

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

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

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

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

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

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. The Net Rates will be used to calculate Contributory Charges. Net Rates are based on the then current Term set forth in the Agreement. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

5. AUP. All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/../../../../Documents and Settings/ESJONES/Application Data/Microsoft/Word/qwest.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

HOSTED (VIRTUAL PORTS) SERVICE EXHIBIT

1. General; Definitions. CenturyLink QCC will provide Hosted IVR Service ("IVR" or "Service") under the terms of the Agreement and this Service Exhibit. Capitalized terms not defined herein are defined in the Agreement and any technical terms used herein will be defined as commonly understood in the industry.

"Acceptance" means Customer agrees that CenturyLink has provided the Final Deliverable and may begin billing for the Service, and Customer will pay for the Service.

"ACD" means Automatic Call Distribution.

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

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

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

"CTI" means Computer Telephone Integration.

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

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

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

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

"DTMF" means dual tone multi-frequency.

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

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

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

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

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

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

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

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

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

"Renewal Term" means consecutive one year terms.

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

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

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

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

"UAT" means User Acceptance Testing.

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

"WAS" means web application server.

HOSTED (VIRTUAL PORTS) SERVICE EXHIBIT

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

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

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

2.2 Service Component Descriptions.

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

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

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

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

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

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

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

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

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

2.5.3 Application Support. Post production application support can be purchased for IVR Applications developed by CenturyLink or its agents, as defined and agreed to by the parties in the SOW. CenturyLink or its agents will provide technical assistance and professional services for Application Incidents on IVR Applications outside of the 30-Day Warranty Period. Customer must provide CenturyLink access to any Customer provided WAS where the CenturyLink IVR Application may reside. If CenturyLink spends time isolating problems to an IVR Application that has been modified by Customer, its agents, representatives, or any third party; (a)

HOSTED (VIRTUAL PORTS) SERVICE EXHIBIT

application support may not apply; and (b) Customer may be charged for such effort at the IVR Application Support Services Hourly Rate.

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

2.6.1 Ownership; Grant of License.

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

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

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

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

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

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

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

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

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

HOSTED (VIRTUAL PORTS) SERVICE EXHIBIT

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

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

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

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

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

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

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

2.6.11 Compliance with Laws.

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

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

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

3. Term. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will remain in effect until canceled by either party with 60 days' prior written notice to the other party. The initial term for Service will conclude >>SELECT TERM LENGTH<< after the Service is first made available for use by Customer ("Initial Term"). Upon expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel the Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service. If, prior to the expiration of the Term, Service is canceled by Customer for reasons other than Cause, or by CenturyLink for

HOSTED (VIRTUAL PORTS) SERVICE EXHIBIT

Cause, Customer will also pay to CenturyLink a Cancellation Charge equal to (a) 50% of the then current IVR Revenue Commitment multiplied by the number of months, or portion thereof, remaining in the Term; (b) in addition, if applicable, 100% of the Dedicated IVR Application MRC specified in the SOW multiplied by the number of months remaining in the Term; and (c) if applicable, any Application Support Cancellation Charge. Upon cancellation or expiration of this Service Exhibit the licenses granted hereunder will be canceled and the other party will have no right to use or exploit in any manner the licensed materials, and each party will promptly deliver to the other party all copies and embodiments of the licensed materials of the other party that are in its possession or under its control.

4. Charges. Charges for the Service are as set forth in the Pricing Attachment. CenturyLink will begin billing upon Acceptance of Service. The Net Rate MRCs and per call charges will be used to calculate Contributory Charges. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

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

5. AUP. All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

HOSTED IVR (MINUTES OF USE) SERVICE EXHIBIT

1. General; Definitions. CenturyLink QCC will provide Hosted IVR Service ("IVR" or "Service") under the terms of the Agreement and this Service Exhibit. Capitalized terms not defined herein are defined in the Agreement and any technical terms used herein will be defined as commonly understood in the industry.

"Acceptance" means Customer agrees that CenturyLink has provided the Final Deliverable and may begin billing for the Service, and Customer will pay for the Service.

"ACD" means Automatic Call Distribution.

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

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

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

"CTI" means Computer Telephone Integration.

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

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

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

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

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

"DTMF" means dual tone multi-frequency.

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

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

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

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

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

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

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

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

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

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

"Renewal Term" means consecutive one year terms.

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

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

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

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

"UAT" means User Acceptance Testing.

"Virtual Port(s)" means the IVR ports available to support the transaction requests for customer specific applications. The virtual ports

HOSTED IVR (MINUTES OF USE) SERVICE EXHIBIT

are allocated from the shared physical ports available within the IVR services platform.

"WAS" means web application server.

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

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

2.1 IVR Basic Components.

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

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

2.2 Service Component Descriptions.

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

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

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

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

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

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

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

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

2.5.2 Custom Application Warranty. CenturyLink represents and warrants that the IVR Application developed by CenturyLink or its agents will conform to the specifications in the SOW, and will be free from deficiencies and defects in materials, workmanship, design

HOSTED IVR (MINUTES OF USE) SERVICE EXHIBIT

and performance for 30 days after Customer's acceptance of the custom IVR Application ("30-Day Warranty Period"). Within the 30-Day Warranty Period, CenturyLink will provide application support as defined in the SOW.

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

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

2.6.1 Ownership; Grant of License.

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

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

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

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

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

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

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

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

HOSTED IVR (MINUTES OF USE) SERVICE EXHIBIT

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

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

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

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

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

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

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

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

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

2.6.11 Compliance with Laws.

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

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

HOSTED IVR (MINUTES OF USE) SERVICE EXHIBIT

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

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

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

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

5. AUP. All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

DOMESTIC VOICE SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide domestic Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

"Access Arbitrage" is the use of a scheme, device or any other means to exploit or benefit from the difference between the rates for Voice Services provided by CenturyLink and the originating or terminating charges imposed by the Local Exchange Carrier ("Access Arbitrage"). Examples of Access Arbitrage include: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to CenturyLink calls that are characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system such that the percentage of high cost minutes routed to CenturyLink using the Service is more than 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

"Net Effective Rate" means the rates less the Custom Discount. Net Effective Rates are subject to change if there is a change in the underlying rates and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Service Exhibit.

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

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

2. Service.

2.1 Description. Voice Service consists of domestic Long Distance, domestic Toll Free (including features), domestic Virtual Network Service ("VNS"), domestic worldcard[®], and domestic Directory Assistance Services. Domestic Long Distance Service is available both interstate and intrastate, through switched and dedicated facilities. Toll Free service is also available through switched or dedicated facilities. CenturyLink is required by the Federal Communications Commission ("FCC") to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Directory Assistance offers one rate to Voice Service customers domestically. With respect to Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: (c) the standard option includes CenturyLink's trademarks and telephone number; (d) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and (e) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed in the pricing document provided to Customer, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

DOMESTIC VOICE SERVICE EXHIBIT

2.2 Domestic IP Voice. Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

2.3 CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free Outbound TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed toll-free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with Toll Free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound Toll Free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed toll-free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

3. Compliance.

3.1 Access Arbitrage. If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.

3.2 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

3. Term. This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

4. Charges. Customer will pay all applicable rates and charges for the Services and features set forth in the pricing document CenturyLink provides to Customer as part of the Agreement or an amendment to the Agreement. The Services and features are usage-based. If Customer uses a Service or feature for which CenturyLink has not provided the rates in a separate document, then Customer will pay the applicable Tariff, RSS, or ISS rates and charges for the subject Service or feature. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates, Net Rates, and Net Effective Rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+), except where otherwise noted on the pricing document provided to Customer. Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed toll-free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC. Unless a Net Rate or Net Effective Rate is specified in the pricing document provided to Customer, domestic Outbound Long Distance and 8XX Outbound, domestic Toll Free (including any features), domestic VNS, and domestic worldcard voice services will be charged at the Agreement rates in the Tariff, ISS, and RSS. Rates and Net Rates will be used for calculating Contributory Charges.

LONG DISTANCE AND TOLL FREE RATE ADDENDUM

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

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

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

(a) Long Distance Interstate Addendum Pricing. For all Interstate Long Distance usage, CenturyLink will rate Customer an 18 second minimum per call and 6 second increments rounded up. Any call less than \$0.01 will be charged a penny minimum. Customer's minutes of use for international long distance and toll free, Services contribute to the Contributory Minutes but are not eligible for the Long Distance Interstate Addendum Pricing.

(b) Long Distance Intrastate Addendum Pricing. For all intrastate (which includes interLATA and intraLATA usage within a state's boundary unless specified below) inbound 8XX and outbound voice service usage, CenturyLink will charge Customer the below Net Rate per Minute unless otherwise noted. For all Intrastate Long Distance usage, CenturyLink will bill Customer an 18 second minimum per call and 6 second increments rounded up. Any call less than \$0.01 will be charged a penny minimum. Customer's minutes of use for international long distance and toll free, Services contribute to the Contributory Minutes but are not eligible for the Long Distance Interstate Addendum Pricing.

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

*Net effective rates are subject to change if there is a change in the underlying pricing and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Service Exhibit.

(c) Toll Free INBOUND MRCs. The rate of \$1.00 applies for each CenturyLink 8XX number in excess of the first 8XX number in which CenturyLink provides Service as the "Responsible Organization" (meaning the party held accountable for providing such Service). CenturyLink does not charge an 8XX MRC for the first 8XX in which CenturyLink provides Service as the Responsible Organization.

(d) Toll Free Feature Solutions Bundle Addendum Pricing. For all applicable Service toll free feature usage, CenturyLink will charge the pricing specified in the table below. If Customer adds features not listed in the table below, such features will be at CenturyLink's standard price. Availability of the Toll Free Feature Solutions Bundle for VoIP Services is limited.

⁽¹⁾ Feature is not available for VoIP Services.

⁽²⁾ An NRC change fee is applicable to program feature changes not initiated via Control Center. No charge if initiated through Control Center.

LONG DISTANCE AND TOLL FREE RATE ADDENDUM

(e) Toll Free INBOUND Features Addendum Pricing. Customer will pay the following NRCs, MRCs, Change Charges and Surcharges, if applicable, for the features listed below ("Feature(s)"). Pricing is subject to change without notice and is subject to applicable federal, state and local taxes, fees and surcharges. Availability of the Toll Free Features for VoIP Services is limited.

⁽¹⁾ Feature Not Available for any VoIP Service.

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

SOFTWARE-DEFINED WAN SERVICE EXHIBIT

1. General. CenturyLink QCC will provide CenturyLink Software-Defined Wide Area Networking Service ("SD-WAN" or "Service") under the terms of the Agreement and the Software-Defined WAN Service Exhibit. Capitalized terms not defined in the Agreement or Service Exhibit and any technical terms used herein will be defined as commonly understood in the industry. Service in some of the countries selected by the Customer would be offered or provided by CenturyLink Affiliates or commercial partners and not by CenturyLink itself, and in such circumstances, CenturyLink is acting as a reseller of those Affiliates or commercial partners.

2. Definitions.

"CPE" means an appliance, provided by either CenturyLink or a third-party provider in locations outside the continental United States, upon which SD-WAN software has been configured.

"Pricing Attachment" means a document, incorporated into this Exhibit by reference, which contains rates specific to Service.

"Start of Service Date" means the date five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use.

3. Service Description.

3.1 Software-Defined WAN Service. SD-WAN is a management overlay that uses software, deployed on CPE at Customer's location, to build a homogeneous private network through different types of network connections. The CPE establishes logical connections with other Customer edge CPE appliances across a physical WAN. CenturyLink supports SD-WAN managed service via CenturyLink internally-deployed sets of diverse network controllers (collectively "Controller") and a password-protected management portal ("Management Portal"). The Controller provides an entry point for the customer locations by authenticating the site and assisting to establish a secure channel between customer locations. The Management Portal provides centralized configuration and management via a single pane for all customer locations. CenturyLink may elect to not offer Service at locations outside the continental United States, or to terminate Service, in or to any particular jurisdiction, location or country if CenturyLink determines that the provision of such Service is not commercially reasonable or is not lawfully permitted. Customer understands and agrees that SD-WAN Service is not eligible for any CenturyLink service level agreements.

3.2 SD-WAN Service options. The SD-WAN features are described below. The features are available in one of two package types that each contain a fixed set of features. Pricing and charges are based upon the package selected by Customer, as more fully set forth in an attached Pricing Attachment, or on a valid signed CenturyLink-issued quote.

- (a) **SD-WAN Basic Package.** The SD-WAN Basic Package supports private networking over the top of site to site networking. The SD-WAN service will include CPE. The CPE consists of 4 core CPU, 8 GB memory and 64 GB SSD. The CPE will be configured and shipped to the Customer-specified location. Customer installation shall be done in accordance with the Installation section below. In some cases, repackaged or substitute CPE may be used. CenturyLink will provide maintenance as described in the Maintenance section below at no extra charge. Customer must provide CenturyLink or the third party provider at all times with access to the CPE and such assistance as CenturyLink reasonably requires to provide and maintain the Service or the CPE.
- (b) **SD-WAN Premium Package.** The SD-WAN Premium Package supports private networking, plus internet connectivity with stateful firewall. The Premium Package includes all features of the SD-WAN Basic Package.
- (c) **Optional Advanced Security Services:** CenturyLink provides a set of next generation firewall, web-filtering, intrusion prevention and localized DDOS features. This Service is only available with the SD-WAN Premium Package. Customer will pay an additional MRC, as outlined in an attached Pricing Attachment, or in a valid CenturyLink-issued quote.
- (d) **Optional CPE Upgrade:** For an additional MRC, set forth in an attached Pricing Attachment or on a valid signed CenturyLink-issued quote, Customer may upgrade the CPE to a medium rack-mount device that has 8 core CPU, 16 GB memory and 64 GB SSD.
- (e) **High Availability:** Customer may order two SD-WAN packages at the same site to create a high-availability resilient network design.

3.3 Ongoing Management, Monitoring, and Reporting. CenturyLink and the Customer will be able to perform ongoing management, monitoring, and reporting. Requests must be submitted via the Management Portal or by calling the CenturyLink SD-WAN network operations center (U.S. Toll Free: 877-347-5991; U.S. Direct Dial: +1-303-797-3864). Customer can submit up to 10 configuration changes per month per site. CenturyLink reserves the right to charge a commercially reasonable additional rate for each configuration request over that amount. CenturyLink will exclusively maintain global administrative access to SD-WAN at all times. CenturyLink will maintain the root password for all functions. All remote CenturyLink administrative functions occur via an encrypted session. Customers will also have the option to co-manage their SD-WAN Service configuration via the Management Portal. CenturyLink will not be responsible for outages or security incidents that occur due to Customer changes or configuration.

SOFTWARE-DEFINED WAN SERVICE EXHIBIT**3.4 Customer Responsibilities.** Customer represents and warrants that:

(a) It has notified its employees, vendors, contractors or other users that network communications/transmissions on the Customer's network may be monitored, screened and/or logged by Customer or CenturyLink on Customer's behalf and that to the extent required by law, such employees, vendors, contractors or other users have consented to such monitoring and/or logging (which may include, where sufficient at law, implied consent). Customer is solely responsible for compliance with the laws and regulations applicable to such monitoring, screening and/or logging of network communications/transmissions performed on its behalf by CenturyLink in any jurisdiction in which Customer utilizes the SD-WAN Services. CenturyLink's obligations hereunder may be performed from the United States or from other international locations outside of Customer's service location.

(b) By virtue of providing the Service, CenturyLink, its Affiliates, vendors and/or agents may come into possession of, by way of example and not limitation, identifying, traffic, usage, billing, or other data containing personal and/or private information of Customer, its employees, customers or other end users. Customer is the "data controller" and CenturyLink will be acting as a "data processor" (such terms defined under applicable law). Customer acknowledges that any processing of such information by CenturyLink, its Affiliates, vendors or contractors occurs exclusively at the direction and discretion of Customer, such direction and discretion exercised by acceptance of these terms. Customer further acknowledges and agrees that such possession is ancillary and not a primary purpose of the SD-WAN Service. Customer warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of the information described herein.

(c) It is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (i) all privacy laws and regulations with respect to personally identifiable information (as such term is defined under applicable law) sent or received by Customer, its employees or other end users; and (ii) when traffic from a location will be sent to the SD-WAN platform, advising employees or end users that their content or personal information may be transferred outside of the country of origin including to the United States and receiving any required consents. Customer must notify CenturyLink of any move or relocation of SD-WAN Service. Customer will indemnify CenturyLink, its Affiliates (and/or agents, respectively) against any claims of third parties arising out of Customer not acting in accordance with Section 3.4.

3.5 Data Collection; Compilation.

(a) Customer acknowledges and agrees that it has (or has obtained) all rights in any Customer provided information, data or materials necessary for CenturyLink and its suppliers to provide the Services and as otherwise required by applicable law. In particular, Customer consents to such use, transfer, sharing, collection or processing, including: (i) to prevent or address service or technical problems, including sending notifications, managing (e.g. set up, activation, invoicing) accounts; (ii) to provide Customer with support (e.g. troubleshooting, consumption information); (iii) to prevent or address fraud, or security issues; (iv) to respond to a subpoena, warrant, audit or agency action or other law enforcement request; (v) to comply with Customer's reasonable and lawful instructions communicated to CenturyLink; (vi) use of inspection methods to collect, gather and compile event log data to look at trends and real or potential threats and provide and improve Service. CenturyLink may compile or otherwise combine this event log data with similar data of other customers, so long as such data is compiled or combined in a manner that will not in any way reveal the data as being attributable to Customer. Customer specific data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain event log data for as long as necessary or useful for its uses consistent with this Service Exhibit. CenturyLink has no obligation to provide log data to Customer. It is Customer's responsibility to ensure that it has obtained all requisite consents and to comply with applicable law with respect to processing and transfers across jurisdictions.

(b) If the relevant information in Section 3.4 and 3.5 is considered both Confidential Information and Customer Data as such terms are defined in the Agreement, it will be treated as Customer Data for purposes of this Exhibit and CenturyLink's obligations with respect to such information shall be exclusively governed by the Compliance and Security section of the Agreement and subject to CenturyLink's Limitation of Liability provisions identified in the Agreement.

3.6 Excluded Services. CenturyLink is not responsible for any services, systems, software or equipment Customer uses with SD-WAN. CenturyLink will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers).

4. CPE Delivery and Return. CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery. Upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement to a destination designated by CenturyLink. CenturyLink will provide Customer with return instructions. Customer will deliver CPE in the same condition it was on the Start of Service Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink, on behalf of its third party provider, may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

4.1. CPE Ownership and Use. Except as provided in Section 4, CPE is the personal property of CenturyLink, its designee or, for all locations outside the United States, a third party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or ownership interest to the CPE other than as expressly provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any

SOFTWARE-DEFINED WAN SERVICE EXHIBIT

labels on the CPE and will allow inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until delivered to CenturyLink or its designee in accordance with Section 4 above. Customer will indemnify, defend and hold harmless CenturyLink, its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

4.2. Software. Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software.

4.3. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined herein, then Customer must comply with the applicable higher value as required by law.

- (a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.
- (b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including CenturyLink or a third party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

4.4. CPE Replacement Recovery Charge. Where CPE provided by CenturyLink or a CenturyLink-designated third-party provider is replaced due to Loss Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

5. Installation. Customer is responsible for installation of service and integration into Customer's network. Customer is responsible for necessary preparations at its location(s) for delivery and installation of CPE including, but not limited to, ensuring that Customer's location has access to power and customer network connections. Prior to equipment being shipped, CenturyLink will pack the product and product accessories necessary for installation. CenturyLink will also load a boot configuration on the product to support initial installation and activation. Once CPE device is connected to a network, a final configuration will be pushed to the CPE through the network connection(s) to support final activation. If CPE is unreachable due to incorrect IP addressing, Customer may be required to connect CPE to a DHCP connection. CenturyLink will provide a maximum of 2 hours of remote configuration support per installation. In the event CenturyLink spends more than 2 hours isolating problems to equipment, software or LAN/WAN items not covered in this detailed description, CenturyLink may charge customer for such effort at then-current time and material rates.

6. Maintenance. Service maintenance will be conducted remotely through the CenturyLink Control Center portal when customer opens a ticket or by notifying the SD WAN Operations center at (U.S. Toll Free: 877-347-5991; U.S. Direct Dial: +1-303-797-3864). CenturyLink operations center will accept trouble reports 24 hours per day, 7 days per week, including CenturyLink observed holidays. If CenturyLink operations center determines prior to 3PM Mountain Time (U.S. Locations) and 2PM local time (Non-U.S. locations) that a CPE replacement is required to resolve the reported trouble, CenturyLink will provide a CPE replacement on the following schedule: U.S. Domestic and Non-U.S. Zone 1 locations at NBD (Next Business Day), Non-U.S. Zone 2 locations at 3 business days. The Zones are outlined in the Software-Defined WAN Zone List "Zone List" located at: <http://www.qwest.centurylink.com/legal/SDWAN/ZoneList.pdf>, which is subject to change. Customer must disclose pre-existing issues that have a material impact to SD-WAN and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the Service Term.

7. Charges. Customer must pay all applicable MRCs and NRCs set forth in an attached Pricing Attachment, or on a valid CenturyLink-issued quote. The SD-WAN MRC includes the CPE MRC. If the Service Term is 24 or 36 months and the service location is in the United States, CenturyLink will waive SD-WAN NRCs if Service remains installed until the expiration of the Service Term. Charges will commence on the Start of Service Date. The rates set forth in the Pricing Attachment or on the quote will be used to calculate Contributory Charges.

8. Upgrade. During a Service Term, Customer may upgrade from the SD-WAN Basic Package to the SD-WAN Premium Package. Customer may need to amend the Agreement to include a revised Term with an Upgrade. Cancellation charges associated with existing SD-WAN Basic service and NRCs associated with SD-WAN Premium service will be waived upon Customer upgrade.

SOFTWARE-DEFINED WAN SERVICE EXHIBIT

9. Term; Cancellation. Customer must purchase each Service for a specific term for the particular Service ordered (each, a "Service Term"). The Service Term for each new SD-WAN Service instance will begin on the Start of Service Date. The minimum Service Term for each SD-WAN is 12 months. The Service Term is shown on the valid signed CenturyLink issued quote or Pricing Attachment. Upon expiration of the Service Term, Service will continue on a month-to month basis unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If the Agreement, or any Service provisioned under this Service Exhibit, is canceled prior to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) 100% of the applicable SD-WAN MRCs, including those for purchased Optional SD-WAN Services, multiplied by the number of months remaining in the first 12 months of the Service Term, if any, plus (b) 35% of the applicable SD-WAN MRCs, including those for purchased Optional SD-WAN Services, multiplied by the number of months remaining to complete 24 or 36 months of the remaining Service Term, if any; and (c) the amount of any NRCs/installation charges that CenturyLink discounted or waived. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation. Notwithstanding any other provision herein, charges, as described in Section 4 above, for Customer's failure to return CPE will also apply.

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

11. Withholding Taxes. All invoices will be issued to Customer and paid in the currency specified in the Pricing Attachment. Customer will pay such invoices free of currency exchange costs, or bank charges. Service charges are exclusive of Taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount on account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for to any tax authority. In the event that any payment to be made to CenturyLink hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay CenturyLink such amounts as would have been necessary so that the aggregate net amount received by CenturyLink after application of a Withholding Tax, is the same amount as would have been received by CenturyLink if there had been no requirement to deduct or withhold such tax.

12. Customer-Provided Internet Connection. Customer may provide its own internet connection for use with SD-WAN. Customer-provided connectivity must include (a) an internet path from Customer to CenturyLink for network management and control purposes and (b) a Fast Ethernet (FastE) hand-off. If a Customer provided internet connection does not include a FastE hand-off, a termination device for that hand-off will be required that supports FastE hand-off to SD-WAN. If Customer provides their own internet connection, the rates indicated for No CenturyLink Provided Connectivity at Site, indicated in Section 1.1 of the below Pricing Attachment or on the valid CenturyLink-issued quote, will apply.

13. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any CPE, equipment or software not provided by CenturyLink impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all for all MRCs and NRCs for Service. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SD-WAN, or that use common network features, have appropriate-security controls. Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes

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

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

SOFTWARE-DEFINED WAN SERVICE EXHIBIT

PRICING ATTACHMENT FOR SERVICE LOCATIONS WITHIN THE CONTINENTAL UNITED STATES

- 1. Charges.** A single MRC and NRC apply for each Service instance. If the Service Term is 24 or 36 months and the Service Location is in the United States, CenturyLink will waive SD-WAN NRCs if Service remains installed until the expiration of the Service Term. Customer will qualify for CenturyLink Provided Connectivity if Customer is using any connectivity provided or resold by CenturyLink. Charges are presented in U.S. Dollars. Charges for Service are as follows.

- 1.1 High Availability Discount.** When ordering two SD-WAN packages at the same site to create a high-availability resilient network design, CenturyLink will provide a 25% discount on the MRC for the second instance of the service. If the two SD-WAN packages at the same site are not equal in pricing, the lower price will be discounted.

SOFTWARE-DEFINED WAN SERVICE EXHIBIT

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

State of Utah ("Customer")

and

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

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

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

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

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

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

CENTURYLINK TS SERVICE EXHIBIT

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

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

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

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

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

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

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

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

- **SERVICE SCHEDULE: HOSTING SERVICES AND ASSOCIATED PROFESSIONAL SERVICES**
- **SERVICE SCHEDULE: SECURITY SERVICES**
- **SERVICE SCHEDULE: DIGITAL CONTENT SERVICES**
- **SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES**
- **SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**

3. **Term; Renewal.** Services have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or SOW ("Initial Service Term"), at the conclusion of which the Service will automatically renew for successive periods equal to 12 months, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. Notwithstanding the foregoing sentence, if the Initial Term is one month, then the Services shall automatically renew monthly unless terminated by either party in writing with thirty (30) days prior written notice. The Initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term". CenturyLink may modify the SLAs during a renewal term upon 60 days' notice.

4. **Rates; Billing.**

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

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

5. **Obligations.**

CENTURYLINK TS SERVICE EXHIBIT

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

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

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

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

8. Customer Information Processing; Relationship Data; Usage Data. Customer hereby grants to CenturyLink (and, where necessary, will procure the grant from relevant End Users) all rights in any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of CenturyLink Services necessary for CenturyLink and its suppliers to process such information in the provision of the Service and as otherwise required by applicable law. In particular, such rights include processing: (i) to prevent or address service or technical problems; (ii) to provide Customer with support; (iii) to prevent or address fraud, or security issues; (iv) to respond to a subpoena, warrant, audit or agency action or other law enforcement request; or (v) to comply with Customer's reasonable and lawful instructions communicated to CenturyLink. For purposes hereof, such information includes any information about Customer, its employees, partners, customers, any end users, and any other information, data or other content disclosed by, uploaded to, or published or displayed through the Service by such parties relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

In addition to processing the information as described above, CenturyLink or its suppliers may collect and process, and share with each other, Relationship Data and Usage Data solely for the following purposes: (i) Relationship Data -- to operate the Services, manage Customer and End User accounts, send notifications, invoice purchased services, comply and enforce compliance with the Agreement, provide support, and comply with applicable law. CenturyLink may share Relationship Data with its affiliates and third party service providers for these purposes only or as otherwise required by applicable law; and (ii) Usage Data -- to provide the Service (including tracking and managing its infrastructure, network, storage, and software for billing, capacity planning, troubleshooting, and other forecasting and improvement purposes), and comply with contractual obligations hereunder and applicable law. For purposes hereof, "Relationship Data" means personal information that CenturyLink or its suppliers collect from Customer or End Users during the registration, activation and maintenance of a Service account and "Usage Data" means information regarding Customer's or its End Users' consumption of the Service, such as information on the amount of computing and storage resources purchased or consumed, user counts, and third party licenses consumed. If the relevant information in this Section, including Relationship Data and Usage Data is both Confidential Information and Customer Data as such terms are defined in the Agreement, it will be treated as Customer Data for purposes of this Service Exhibit and CenturyLink's obligations with respect to such data shall be exclusively governed by the Compliance and Security section of the Agreement and subject to CenturyLink's Limitation of Liability provisions identified in the Agreement.

Customer, on behalf of itself and any applicable third parties, hereby consents to CenturyLink accessing, storing and otherwise processing Customer data and information, Relationship Data and Usage Data in the United States or in any other jurisdiction where we have a data center based services, support, or processing systems. It is Customer's responsibility to ensure that it has obtained all requisite consents and to comply with applicable law with respect to data processing and transfers across jurisdictions.

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

10. Anti-Corruption. Each party acknowledges and agrees that certain anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1 et seq. and the UK Bribery Act, prohibit any person from making or promising to

CENTURYLINK TS SERVICE EXHIBIT

make any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate for political office for the purpose of obtaining or retaining business. Each party represents and warrants that in the performance of its obligations hereunder, it has not offered, made, or accepted and will not offer, make, or accept, any bribe or facilitation payment, and will otherwise comply with the requirements of applicable anti-bribery laws.

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

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

CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: HOSTING SERVICES

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

2. Notices: Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service, and such email may include instructions for use of a private website for posting of such notices, for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its email address.

3. For Professional services a Customer may purchase in support of Customer's Hosting Services, as shall be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference, the following terms and conditions shall apply.

3.1. The termination of any professional services will not affect Customer's obligations to pay for other Services. If Customer terminates all or part of a SOW prior to its BCD, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by CenturyLink. If a SOW or a part thereof is terminated either by CenturyLink for cause or by Customer for any reason other than cause after the BCD but prior to completion of the Professional Services under such SOW, then Customer shall be liable for: (a) an early termination charge equal to 50% of the NRC and MRC for any Tasks, as defined in the SOW, not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges).

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

3.3. Except for the rights expressly granted in this Service Schedule, nothing herein or in any SOW shall transfer to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its Affiliates and their licensors. Notwithstanding anything to the contrary herein, CenturyLink will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CenturyLink.

3.4. Effective at the time CenturyLink receives full and final payment for a Deliverable (as defined in the applicable SOW), CenturyLink: (a) assigns to Customer all right, title and interest CenturyLink may possess, including all intellectual property rights, in such Deliverable provided by CenturyLink to Customer pursuant to the applicable SOW, excluding any CenturyLink Technology; and (b) grants to Customer a non-exclusive, non-transferable, royalty free license to use the CenturyLink Technology incorporated into the Deliverable solely and exclusively as incorporated into and made part of the Deliverable as a whole. To the extent Customer, its employees or contractors participate in the creation of CenturyLink Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to CenturyLink all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to comply with this section. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: SECURITY SERVICES

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

CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: DIGITAL CONTENT SERVICES

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

CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES

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

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

1. Additional Definitions.

"API" means a CenturyLink provided Application Programming Interface.

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

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

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

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

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

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

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

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

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

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

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

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

CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES

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

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

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

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

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

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

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

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

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

CENTURYLINK TS SERVICE EXHIBIT

SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

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

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

1. Definitions:

"Cloud Application Manager" means an orchestration platform that enables the Customer to manage applications and infrastructure across the public and private cloud environments that a Customer may have via CenturyLink or their own agreement with a CSP. Cloud Application Manager also includes the ability to automate deployment of applications, enable cost and user governance, scaling and replicating across environments that are modeled in the platform.

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

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

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

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

2. License Terms:

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

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

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

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

4. Customer Obligations. Customer will be solely responsible for any infrastructure, software and/or connectivity required to access and/or use the Service, including providing and maintaining up to date hardware, computers, software, and communications capabilities. Customer's failure to meet the responsibilities in this section may forfeit the SLA or result in CenturyLink's inability to provide the Service(s) to Customer.

CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

Customer is solely responsible for properly configuring and using the Cloud Application Manager and taking its own steps to maintain appropriate security, protection and backup of applicable content, which may include the use of encryption technology to protect content from unauthorized access and routine archiving of content. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be solely responsible for whether the Cloud Application Manager and Customer environment are configured in a secure manner and no security requirements or obligations of CenturyLink related to any other CenturyLink Service, including FedRAMP, NIST, FISMA, or other security platforms shall apply. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Service is used or accessed by Customer or its authorized users.

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

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

7. Term; Termination. The term of any Cloud Application Manager Service not subject to a Cloud Application Manager Term Commit will commence on the applicable BCD and will remain in effect for as long as Customer continues to access and use the Service (i.e. month to month). For avoidance of doubt a month to month term is not subject to auto renewal terms of greater than one month nor shall a one month term be considered an "Initial Term" for purposes of the Agreement. The term of any Cloud Application Manager Service subject to a Cloud Application Manager Term Commit will commence on the applicable BCD and will continue for the period set forth in the Service Order. Notwithstanding anything to the contrary, at the conclusion of the committed term, the Services will renew on a month to month term at then current service rates unless Customer requests a new Cloud Application Manager Term Commit on a new and separate Service Order. If the Agreement or any Cloud Application Manager Service is terminated either by CenturyLink for cause or by Customer for any reason other than cause prior to the conclusion of an applicable Cloud Application Manager Term Commit, then Customer shall be liable for an early termination charge equal to 50% of the then current MMRC for the affected Cloud Application Manager Services multiplied by the number of months remaining in the service term.

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

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

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

CenturyLink is an authorized reseller for the CSPs authorized and enabled herein (a current list of CSPs available for resale is identified in the Service Guide). CenturyLink will bill Customer for use of CSP services and provide the support described in the Service Guide. The terms and conditions herein and the license terms required to be agreed between the applicable CSP and Customer (as identified on the Website) govern your access to and use of the CSP Services. In no event will CenturyLink provide CSP Services without the Customer first having agreed to the terms as required by the applicable CSP.

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

CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

CenturyLink shall have no liability for any credits and/or any damages whatsoever arising from or related to the services provided by a CSP or any failure, interruption, suspension or termination of services provided by a CSP or any failure of security standards implemented by a CSP. If Customer purchases CenturyLink's CenturyLink Cloud Services (i.e. CenturyLink is the CSP) CenturyLink's

obligations are governed solely by the terms and conditions of the applicable Schedule. Customer's sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP. Notwithstanding anything to the contrary in this Schedule or the Agreement, CenturyLink shall not be obligated to indemnify Customer for any reason including for any claims for damages, liabilities, credits or expenses arising from, related to or alleged to have been caused by the performance or nonperformance of services by a CSP, the negligence or willful misconduct by a CSP or for any interruption, failure or termination of services provided by a CSP.

10. Authorized Users. Customer agrees to safeguard the Cloud Application Manager so as to ensure that no unauthorized person will have access to it or allow access beyond the authorized number of subscribers, and that no persons authorized to have access will make any unauthorized use. Customer will promptly report to CenturyLink any unauthorized use of the Cloud Application Manager of which Customer becomes aware and will take such further steps as may reasonably be requested by CenturyLink or an applicable CSP to prevent unauthorized use thereof.

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

12. Indemnity. Customer will indemnify, defend and hold harmless CenturyLink, its Affiliates and licensors from and against any losses arising out of or relating to any third party claim concerning (i) Customers' or its users use of the Service and/or any CSP offering in a manner not authorized by this Agreement and/or any unauthorized use of or access to the Service by Customer or any End User; (ii) alleged infringement or misappropriation of any third party rights by Customer or any End Users who access the Service through Customer.

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

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

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

CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

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

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