

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS

Administered by the State of Utah (hereinafter "Lead State")

Alternate Contract Source No: 43230000-NASPO-16-ACS

CenturyLink Communications, LLC dba Lumen
(hereinafter "Contractor")
Master Agreement No: AR2474

And

Florida Department of Management Services
(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement AR2474. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to section 287.042, Florida Statutes.

The Department is authorized by section 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of the Department of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract." Accordingly, agencies (Customer) may make purchases from this Participating Addendum pursuant to the terms and conditions herein.

The Department's Secretary evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an Alternate Contract Source (ACS) is cost-effective and the best value to the State.

This Participating Addendum and all incorporated Exhibits set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. Term and Effective Date

The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 15, 2026, unless terminated earlier in accordance with the Special Contract Conditions.

2. Modifications or Additions to Master Agreement

The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Scope: The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract or not available as a SUNCOM service. A state agency granted an exemption pursuant to section 282.703, Florida Statutes, may purchase the exempted product(s) and/or service(s) offered on the Contractor's Master Agreement under this Participating Addendum pursuant to the terms and conditions herein.

b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits are labeled as follows:

- 1) Exhibit A: Additional Special Contract Conditions
- 2) Exhibit B: Special Contract Conditions
- 3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2474, incorporated by reference
- 4) Exhibit D: Contractor Selection Justification Form

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

- 1) The Participating Addendum for State of Florida
- 2) Exhibit A: Additional Special Contract Conditions
- 3) Exhibit B: Special Contract Conditions
- 4) Exhibit C: NASPO ValuePoint Master Agreement Number AR2474

- c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions, and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- d. Cloud Computing Requirements: Contractor agrees to cooperate with the Department and Customers and perform all actions necessary to assist with all tasks in furtherance of the Department's and/or Customer's efforts to comply with the obligations under Titles 60FF and 60GG, Florida Administrative Code, as applicable. This includes, but is not limited to, adherence to the cloud computing requirements set forth in Rule Chapter 60GG-4, F.A.C.
- e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process; it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.
- f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer(s) the applicable cloud solution(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:
- 1) Applicable service and deployment model(s);
 - 2) Data security classification;
 - 3) Service level agreement requirements; and
 - 4) Exit strategy considerations.
- g. Enterprise Agreements: The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.

- h. Purchase Orders: Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.
- i. Contractor Selection Justification Form: Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Exhibit D of this Participating Addendum, incorporated herein by reference and accessible at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/cloud_solutions/forms).

3. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

4. Entire Agreement of the Parties

This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.

5. Amendments

All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 2.b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

Participating State: Florida	Contractor: Century Link Communications LLC dba Lumen
By:	By: <small>DocuSigned by:</small> STEVE ARNESON
Name: J. Todd Inman	Name: STEVE ARNESON
Title: Secretary	Title: Manager - Offer Management
Date:	Date: 3/24/2022 5:29 PM EDT

- h. **Purchase Orders:** Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.
- i. **Contractor Selection Justification Form:** Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Exhibit D of this Participating Addendum, incorporated herein by reference and accessible at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/cloud_solutions/forms).

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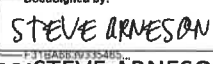
Participating State: Florida	Contractor: Century Link Communications LLC dba Lumen
By: 	By: <small>DocuSigned by:</small> 
Name: J. Todd Inman	Name: STEVE ARNESON
Title: Secretary	Title: Manager - Offer Management
Date: 3/29/22	Date: 3/24/2022 5:29 PM EDT



Exhibit A: ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

D. Punchout Catalog and Electronic Invoicing.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include

adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

E. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the

minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
- 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- F. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- H. Information Technology Standard: Pursuant to section 282.0051 and 282.318, F.S. the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.
- I. Annual Certification: At the request of the Department or the Customer, the Contractor will submit an annual self-certification demonstrating compliance with Data and the standards established in Rule Title 60GG, F.A.C.
- J. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing

Intentionally left blank.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section

287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed a one percent transaction fee or less, or an increased fee as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List

pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.4 Intellectual Property

8.4.1 Ownership

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be

inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

K. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Exhibit B

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Contract # AR2474

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

<u>Century Link</u>	Name	
<u>250 E 200 S</u>	Address	
<u>Salt Lake City</u>	<u>UT</u>	<u>84111</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Kevin Lopez Phone # 801-575-1059 Email kevin.lopez@centurylink.com
 Vendor #**94264AD** Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed
3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.
4. CONTRACT PERIOD: Effective Date: 09/30/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.
5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
 ATTACHMENT B: Scope of Services Awarded to Contractor
 ATTACHMENT C: Pricing Discounts and Pricing Schedule
 ATTACHMENT D: Contractor's Response to Solicitation #CH16012
 ATTACHMENT E: Contractor's Service Exhibits
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code and the Procurement Rules.
9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

DocuSigned by:
CONTRACTOR
George Shalhoub
 3F7E904B3EAD48D
 Contractor's signature _____ Date 12/21/2016
George Shalhoub

 Type or Print Name and Title

STATE
[Signature]
 Director, Division of Purchasing _____ Date 12.30.16

<u>Christopher Hughes</u>	<u>801-538-3254</u>		<u>christopherhughes@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) Contractor's Service Exhibits;
- (4) The Solicitation;
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (6) A Service Level Agreement issued against the Participating Addendum;

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Cause means the failure of a party to perform a material obligation under this Master Agreement or a Participating Addendum, which failure is not remedied within thirty days of separate written notice.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and

other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Low Impact Data”).

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“Moderate Impact Data”).

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a

Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Exhibits means those service descriptions providing additional terms pursuant to which Contractor may provide and each Purchasing Entity may purchase the Services described therein. The Service Exhibits applicable to this Agreement are attached as Attachment E.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

3. Term of the Master Agreement: The initial term of this Master Agreement is for ten (10) years with no renewal options.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State, except that Contractor may assign its rights and obligations under this Master Agreement and any Participating Addendum, in whole or in part, to any parent, subsidiary, , or successor in interest, provided it gives the Lead State and the applicable Purchasing Entity notice of such assignment. In either case written notice shall be provided 30 days prior to the proposed assignment action.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

7. Termination: This Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum; provided that the cancellation of a specific Service shall be subject to the terms and conditions set forth in the applicable Service Exhibit. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Incident or Data Breach. The Lead State or the Purchasing Entity shall be liable for charges for work that was performed prior to receipt of the termination notice. In addition, this Contract may be terminated, for Cause by either party, in advance of the specified termination date, upon written notice given to the other party. The party in violation will be given thirty (30) calendar days after notification to correct the violations.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from

the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information. Contractor will not be deemed to have accessed, received, or be in the possession of Confidential Information solely by virtue of the fact that the Lead State or the applicable Purchasing Entity transmits, receives, accesses or stores such information through its use of Contractor's services.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who is under the control of Contractor has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, as part of Contractor's document retention policies, subject to the terms of this Master Agreement, and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity. Such prior written approval shall not be unreasonably withheld.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause. Such prior written consent shall not be unreasonably withheld.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Suspend Contractor from being able to respond to future bid solicitations; and
- (4) Suspend Contractor's performance; and
- (5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change.

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party. Nothing herein limits or reduces the Purchasing Entity's payment obligations for past or ongoing Services rendered by Contractor; provided, however, that Contractor acknowledges that such an event may permissibly delay such payment for a period not to exceed thirty (30) business days, if such event directly impacts the Purchasing Entity's payment facilities.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly or indirectly from the negligence or willful misconduct of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. To the extent an indemnification obligation of Contractor applies under this Section 13.b., and if the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

THIS SECTION 13.B. STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF THE INDEMNIFIED PARTIES, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS. THIS INDEMNITY OBLIGATION AND REMEDY ARE GIVEN TO THE INDEMNIFIED PARTIES SOLELY FOR THEIR BENEFIT AND IN LIEU OF, AND CONTRACTOR

DISCLAIMS ALL WARRANTIES, CONDITIONS, AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PRODUCT.

c. Limitation of Liability.

Except for liability arising from a party's obligations of indemnification in this Section 13 above, Confidentiality in Section 8, and the Lead State or any Participating Entity's obligation to pay all fees under this Agreement, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in an amount equal to (i) two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim or (ii) one million dollars (\$1,000,000.00), whichever is greater;; provided that direct damages arising out of bodily injury or death shall not be limited by this paragraph. This limitation of liability is cumulative per Purchasing Entity and not per incident.

ii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers authorized to conduct business in each Participating Entity's state and having a

rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b.. The minimum acceptable limits shall be as indicated below, for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions and Professional Liability Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) includes the Participating States identified in the Request for Proposal as additional insureds, (2) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

d. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of evidence of all required insurance available at www.centurylink.com/moi within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's

effective date and prior to performing any work. The insurance evidence shall provide the following information: the name and address of the insured; name, address, and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability. Copies of renewal evidence of all required insurance shall be furnished within thirty (30) days after any renewal date. These evidence of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

e. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the

Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Service Level Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their

Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days from date of a correct invoice. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

22. Data Access Controls: In connection with providing the SaaS Services, Contractor may have access to Purchasing Entity's Data. As such, this Section 22 shall govern Contractor's control over such Data in connection with such services. Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its SaaS Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. [Reserved.]

30. Data Privacy: The parties will comply in all material respects with data privacy and security laws to the extent they are applicable to the provision (in the case of Contractor) and use (in the case of each Participating Entity) of the Services provided to each Participating Entity. The Contractor maintains a corporate information security program based on the NIST SP 800 and ISO 2700x Series documents. Each Purchasing Entity is responsible for selecting and using the level of security protection needed for its data stored or transmitted via the Services and using reasonable information security practices, including those relating to the encryption of data. If the Contractor will have access to a Purchasing Entity's data in connection with the Services provided, then prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

- b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.
- c. Contractor represents and warrants that the representations contained in its response to the Solicitation are true and accurate in all material respects.
- d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.
- e. The Contractor warrants that the Products it provides under this Master Agreement are free of malware as of the date of delivery of such Products. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CONTRACTOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

32. Transition Assistance:

- a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work. Notwithstanding anything to the contrary above, this Section 32.a. shall not apply in the event the termination of any Participating Addendum is due to the default of the applicable Participating Entity.
- b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable, provided that such transition plan does not include any custom engineering support, which would need to be provided under a separate agreement for professional services between the parties.
- c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

33. Waiver of Breach: Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement

after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of

written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These mandatory federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

41. Government Support: No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the

state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access and the Purchasing Entity shall be responsible for encryption of the Personal Data.
- d. The Purchasing Entity, at its option, may encrypt its Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing

Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification:

- a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.
- b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact as soon as possible or promptly without out reasonable delay, or as defined in the SLA.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall in a reasonable period of time notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within two business days or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall, subject to the Damage Cap in Section 13(c) of the Master Agreement, bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable.

8. Background Checks: Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted within the past seven (7) years of (i) any crime of dishonesty, including but not limited to criminal fraud, or felony or misdemeanor offense which is related to the job. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports: The Contractor shall provide online access to standard audit history information recorded by the online control portal.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense not more than once in a calendar year and with at least 10 days advanced notice.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

Contractor shall provide a minimum of thirty (30) days' notice prior to making any update, upgrade or other charge to the Service that may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available and provide service to customers as defined in the SLA available at <https://www.ctl.io/legal/sla>.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Right to Remove Individuals: The Purchasing Entity shall have the right at any time to request that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity reasonably believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with reasonable notice of its determination, and the reasons it requests the removal. If the Purchasing Entity has knowledge of an actual security violation with respect to the request, the Contractor shall immediately remove such individual, and the Contractor shall not assign such person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request.

20. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. [Reserved.]

22. [Reserved.]

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not have access to Purchasing Entity user accounts or Purchasing Entity data. Contractor shall not collect, access, or use user-specific Purchasing Entity Data. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident related to the service provided under the Master Agreement, Participating

Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected and or shall include if this information is unknown.

a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor, it being understood by the parties that under normal business operations, Contractor would not have possession or control of such Personal Data.

a. The Contractor, unless stipulated otherwise, shall in a reasonable period of time notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within two business days or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to prevent its release, the Contractor shall, subject to the Damage Cap in Section 13(c) of the Master Agreement, bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services.

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted within the past seven (7) years of (i) any crime of dishonesty, including but not limited to criminal fraud, or felony or misdemeanor offense which is related to the job. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

a. The Contractor shall provide online access to standard audit history information recorded by the online control portal.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for their data and application. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its

discretion and at the Purchasing Entity's expense not more than once in a calendar year and with at least 10 day advanced notice.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

Contractor shall provide a minimum of thirty (30) days' notice prior to making any update, upgrade or other charge to the Service that may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. [Reserved.]

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available and provide service to customers as defined in the SLA available at <https://www.ctl.io/legal/sla>.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request.

19. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity.

20. [Reserved.]

21. [Reserved.]

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not have access to Purchasing Entity user accounts or Purchasing Entity data.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, to the extent Contractor has access to Purchasing Entities' data, Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- d. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident related to the service provided under the Master Agreement, Participating

Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, and their identities, or shall include if this information is unknown.

a. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA, it being understood by the parties that under normal business operations, Contractor would not have possession or control of such Personal Data.

a. The Contractor, unless stipulated otherwise, shall in a reasonable period of time notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within two business days or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to prevent its release, the Contractor shall, subject to the Damage Cap in Section 13(c) of the Master Agreement, bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services..

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted within the past seven (7) years of (i) any crime of dishonesty, including but not limited to criminal fraud, or other felony or misdemeanor offense which is related to the job. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

a. The Contractor shall provide online access to standard audit history information recorded by the online control portal.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for their OS, Middleware, Runtime environment, data and applications. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this auditor contract with a third party at its discretion and at the Purchasing Entity's expense not more than once in a calendar year and with at least 10 day advanced notice.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

Contractor shall provide a minimum of thirty (30) days' notice prior to making any update, upgrade or other charge to the Service that may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. [Reserved.]

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available and provide service to customers as defined in the SLA available at <https://www.ctl.io/legal/sla>.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request.

19. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the

Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Attachment B – Identification of Service Models Matrix

Service Model:	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered:
Saas	CenturyLink can store data of this type for all deployment models.	CenturyLink can store data of this type for all deployment models.	CenturyLink can store data of this type for all deployment models.	<ul style="list-style-type: none"> • Analytics <ul style="list-style-type: none"> ○ Data Analytics ○ Business Intelligence • Data Quality and Governance • Business Continuity/Disaster Recovery • Cloud and Infrastructure Management Tools • Collaboration • Customer Relationship Management • Data Management • ERP <ul style="list-style-type: none"> ○ HR ○ Finance <ul style="list-style-type: none"> ▪ Assume Accounts Payable / Receivable ▪ General Ledger ○ Budget ○ Procurement • GIS • Internet Filtering • Licensing and Registration Systems • Message Filtering • Mobile Data Management • Point of Sale (POS) • Procurement Systems • Security

IaaS	CenturyLink can store data of this type for all deployment models.	CenturyLink can store data of this type for all deployment models.	CenturyLink can store data of this type for all deployment models.	<ul style="list-style-type: none">• Compute/Infrastructure Services<ul style="list-style-type: none">○ Operating systems○ Hypervisors• Disaster Recovery<ul style="list-style-type: none">○ Business Continuity○ High Availability / Failover• Storage<ul style="list-style-type: none">○ File○ Block○ Object○ Archive○ Cache○ Content Delivery Networks (CDN)• Network<ul style="list-style-type: none">○ Virtual network○ Load balancer○ DNS○ Gateway (e.g. VPN or Application)○ Firewall○ Traffic manager○ Direct link• PC/Desktop “aaS”• Security<ul style="list-style-type: none">○ Identity & Access Management○ Encryption○ Data Loss Prevention (DLP)○ Web Security○ Email Security○ Network Security○ Security Information and Event Management (SIEM)○ Intrusion Management○ DDOS Monitoring / Management
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PaaS	CenturyLink can store data of this type for all deployment models.	CenturyLink can store data of this type for all deployment models.	CenturyLink can store data of this type for all deployment models.	<ul style="list-style-type: none">• Analytics<ul style="list-style-type: none">○ Hadoop○ Business Intelligence○ Data Warehouse• Database<ul style="list-style-type: none">○ Relational○ NoSQL• Development, Testing and Deployment<ul style="list-style-type: none">○ Containers○ Services and APIs○ Mobile○ Internet of Things○ Tools○ Runtime environments• GIS• Integration (iPaaS)• Open Source
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Attachment C – Cost Schedule

Cloud Solutions By Category. Specify **Discount Percent %** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

<u>Product Category</u>	<u>Pricing Exhibit</u>	<u>Discount on Recurring Charges</u>	<u>Discount on One Time Charges</u>
Software as a Service			
SAP, SAP Hana, Big Data	Pricing Disclosure	ICB	ICB
CLC Private and Public*	Pricing Exhibit 1	12%+	ICB 100%
BDaaS – Cloudera*	Pricing Exhibit 1	12%+	ICB 100%
Microsoft Office 365	Pricing Exhibit 3	ICB	ICB
Platform as a Service			
CLC Private and Public*	Pricing Exhibit 1	12%+	ICB 100%
Infrastructure as a Service			
CLC Private and Public*	Pricing Exhibit 1	12%+	ICB 100%
Dedicated Cloud Compute	Pricing Exhibit 2	20%+	ICB 100%
vCloud Government	Pricing Exhibit 2	ICB	ICB
DDoS Mitigation	Pricing Exhibit 2	20%+	ICB 100%
Value Added Services			
Managed Enterprise Services	Pricing Disclosure	ICB	ICB
CPEaaS	Pricing Disclosure	ICB	NA
IT Consulting & Implementation Services	Pricing Disclosure	ICB	ICB
Colocation	Pricing Exhibit 2	20%+	ICB 100%
Colocation Bundle	Pricing Exhibit 2	Promo	ICB 100%
IQ Data Center Initiative	Pricing Exhibit 2	Promo	ICB 100%
Managed Hosting	Pricing Exhibit 2	20%+	ICB 100%
Hosted VoIP	Pricing Exhibit 4	Disc 2	ICB 100%
IQ SIP Trunks	Pricing Exhibit 4	Special Rate	Special Rate
Professional Services	Pricing Exhibit 5	ICB	20%+

*CenturyLink Pricing Discounts will apply to current and future offerings under this category. See most updated offerings at <https://wwwctl.io/product-catalog/>

Pricing Disclosure

CenturyLink has provided the table above that outlines the discounts associated with each service model and the subcategory in reference to the solution set in regard to our Hybrid IT approach. As vast as our portfolio is, CenturyLink aligns the resources and services that can provide participating entities a one-stop-shop solution. CenturyLink has solutions that can be simple cloud compute and storage deployments to serve back up needs or provide a full scale ERP solution. With that, we have many pricing abilities and available discounts. Some discounts can be applied to our overall pricing catalog like our CLC services and associated discount. Some solutions have the ability to get deeper discounts based on the promotion or feature. Finally, some require Individual Case Base review as described and noted in our table above.

To best identify an ICB solution with regard to Scope of Work driven solution, we have listed the services below that will require further assessment of a participating entities needs before presenting our best available pricing for that ICB solution.

ICB Pricing using Scope of Work is needed for the following services:

[CenturyLink Managed Enterprise Service](#)

[CenturyLink's SAP Solutions](#)

[Big Data Solutions](#)

[CPE AS A SERVICE \(CPEaaS\)](#)

[IT Consulting & Implementation Services](#)

CenturyLink Managed Enterprise Service

Managed Enterprise Services are being offered on an Individual Case Basis - each solution is Scope of Work Driven and customized to each customer's unique requirements.

Managed Enterprise Service Description

Managed Enterprise Service is a Statement or Scope of Work driven, customized IP communications service that provides all necessary hardware, software, licenses, installation, maintenance and 24/7 proactive application management and monitoring. It includes program and project management providing a roadmap to a single, converged network carrying all of your voice & data and scales to your needs. The charge for this service is an all-inclusive fixed monthly recurring charge (MRC) per seat. Since CenturyLink provides all elements as a part of the service, including a technical refresh roadmap, the customer can avoid the large capital expense associated with buying, managing, and supporting the CPE.

Included with a Standard Managed Enterprise Service Opportunity:

· Technology

- o Network, WAN, LAN, Voice and Data Services
- o Hardware, Routers, Switches, Voice infrastructure, Licensing
- o Maintenance, Core, Access Layer and End User Device for duration of contract term
- o Licensing for duration of contract term
- o IPT Equipment Options (BroadSoft, Cisco, Avaya, ShoreTel, Alcatel-Lucent)

· Service and Support

- o Configuration & Installation of hardware at customer premise location(s)
- o Pre-programmed phones delivered to each customer premise for users
- o Day 2 Management & Monitoring of all in-scope elements
- o Configuration & Patch Management

- o NOC to NOC Repair and Support Services
 - o Dispatch on-Site repair services including coordination with manufacturer
 - o Event Management, Identification, Resolution & Reporting
 - o Monthly Reporting
 - o Service Level Agreement
 - o All hardware is maintained, including refresh, once during 5 year term.
- **Price and Contracting**
- o Fixed monthly per seat price for all in-scope services for duration of contract
 - o 60 Months with (2) 1 year renewal options

Optional Services with Managed Enterprise Service:

- Cabling
- SIP Trunks
- Tier I Help Desk – Triage and support for direct end users
- Wireless LAN Assessment and Management Services
- Telecommunication Services Site Surveys
- On-site training services
- Network Security and Threat Assessments and Management Services

CenturyLink’s SAP Solutions

Many companies use some type of ERP or CRM system from SAP. But these business imperative tools aren’t just the software application; they’re the database platform that runs the software, the infrastructure that ensures integrity, and the network that provides reliable access.

CenturyLink’s SAP certified infrastructure, SAP certified engineers and a team roster of SAP experts in all things from assessment to implementation to management ensures that our customer’s SAP initiative is successful.

- We monitor both application and server performance 24/7 in addition to applying patches and updates in order to accelerate database throughput.

SAP HANA Enterprise Cloud (HEC)

As a Certified Premier SAP Provider, CenturyLink offers customers the option to choose CenturyLink’s enterprise-centric cloud to host their SAP HANA Enterprise Cloud for both project and production workloads. Only a select few service providers are certified with SAP to provide this service.

CenturyLink’s HANA Enterprise Cloud solution delivers seamless private cloud and managed hosting deployment options that enable customers to stand-up projects faster, and achieve accelerated time-to-market and time-to-value.

- Our rapid onboarding approach allows customers to try SAP’s Cloud Start offering for SAP HANA Enterprise Cloud solutions, delivering a low-risk, flexible methodology for standing up workloads.

To discuss an opportunity for an SAP solution/product engagement, please contact your CenturyLink Account Team. CenturyLink engages our experts that will assess the Scope of Services and deliver customized pricing based on needs review of a customer’s environment.

Big Data Solutions

CenturyLink's ability to manage the complete data environment, including access to data and analytics experts, makes us an ideal partner for accelerating big data deployments and capturing this growing market share. Our offerings allow businesses to easily optimize storage, integration, retrieval and analysis of all their structured, semi-structured and unstructured data.

Our solutions are headlined by CenturyLink Big Data Foundation Services, which combine CenturyLink's mature global infrastructure and network connectivity with proven big data software in a fully hosted and managed service backed by a 100% uptime SLA.

- Cloudera Manager for complete management of the Hadoop platform. This is where the client components that interact with the cluster are installed and tools for ingesting data into the cluster are loaded.
- Enterprise-grade infrastructure as a service, including high bandwidth network connectivity with built-in redundancy for extra reliability; scalability enabled by CenturyLink's more than 60 data centers and global Tier 1 MPLS network; as well as robust security across data center, network and application layers.
- Flexibility to integrate analytics capabilities and custom application development as part of a custom solution.
- CenturyLink's Cognilytics solution brings highly sought after data implementation and analytical services for big data applications like Hadoop and SAP HANA. Advanced analytics capabilities include Model Controller to design, develop and deploy models, Decision Analyzer to produce analytics, and Navigator for data visualization.

To discuss an opportunity for a Big Data solution/product engagement, please contact your CenturyLink Account Team. CenturyLink engages our experts that will assess the Scope of Services and deliver customized pricing based on needs review of a customer's environment.

CPE AS A SERVICE (CPEaaS)

CPEaaS is a dedicated, custom Customer Premise Equipment solution tailored to meet customer's business needs for Unified Communications (UC), Security, Networking, Video, and Mobility solutions. CPEaaS is a standalone CPE package that provides our customers the rental of CPE with maintenance support on a monthly basis, per site or per user/seat (Unified Communications (UC)).

The CPEaaS package includes materials (i.e., hardware, software, licenses), CPE maintenance (required), and CPE labor/install.

The customer has the option to purchase CenturyLink network transport products and services along with CPEaaS to provide them a complete business solution from CenturyLink.

CenturyLink is partnering with the following Tier 1 vendors to offer CPEaaS today. Please contact your Account Team for more information on any restricted products from our Tier 1 Vendors.

Tier 1 Vendors

ADTRAN	CenturyLink resells the complete line of ADTRAN data products for enterprise customers...
AVAYA	CenturyLink resells the Octel voice-messaging line of AVAYA products.
AVST	CenturyLink resells the complete line of AVST unified messaging products for all our customers on a national basis.
Ciena	CenturyLink resells Ciena data products for enterprise customers.
Cisco	CenturyLink resells the complete line of Cisco data and IP Telephony products for enterprise customers.
Juniper Networks	CenturyLink resells the complete line of Juniper Networks data products for enterprise customers.
ShoreTel	CenturyLink resells the complete line of ShoreTel unified communications products for enterprise customers.

IT Consulting & Implementation Services

CenturyLink helps clients address increasing business demands on IT, growing complexity, and resource challenges through comprehensive IT consulting and implementation services that empower innovation, improve agility, lower costs through increased efficiencies, and ultimately build competitive advantage.

Unlike traditional IT consulting firms that play an advisory role, CenturyLink leverages deep, hands-on expertise with proven best-practices built on thousands of client and internal engagements, to guide you through the entire technology lifecycle. Offering end-to-end IT services, including strategy, planning, design, implementation, and ongoing management of your applications or infrastructure, CenturyLink supports hybrid IT models across on-premise, third-party, and our own data centers.

Today, these services are delivered via two teams:

1. Advanced Services team which delivers services specifically targeted for CenturyLink customers in CenturyLink data centers.
2. IT Services (ITS) team which delivers all other services. The services from the ITS team are location-agnostic – and can be delivered for on-premise customer or 3rd-party data centers, and in CenturyLink data centers for services which are not currently available from the Advanced Services team

See below for some services offered under IT Consulting & Implementation Services

Security:

CenturyLink is an approved provider of Enhanced Cyber Security to federal gov't and critical infrastructure companies. We can conduct complete assessments, architecture and design,

deployment, and management services to protect your infrastructure, people, applications and data

- Governance, Risk and Compliance Assessments & Programs
- Vulnerability / Information Risk Management
- Business Process Consultation
- Staff Augmentation

Design & Transition:

CenturyLink is experienced in transitions with thousands of devices and can provide single-vendor convenience with expert knowledge of CenturyLink data centers, on-premise and 3rd party data centers—for colocation, managed hosting, and cloud

- Assessments
- Migrations
- Equipment Relocation

Service Management:

Let CenturyLink be your highly qualified team of advisors. Clients will get a named team of business & technology advisors that offer proactive strategic advice, planning & execution assistance.

- Installation / Onboarding
- Incident Management
- Change Requests
- Adaptive Help Desk
- Roles:
 - Client Service Partner
 - Client Tech Advisor
 - Tech Service Engineer
 - Tech Ops Manager
 - Security Acct Manager

Pricing Exhibit 1

The pricing below is our list pricing for CenturyLink Cloud (CLC Public and Private). As noted on the discount table in Attachment G of RFP response to Solicitation Number CH16012, all pricing below is approved for 12% discount from list price. Additionally, customers may commit to MMRC according to participating addendum to receive additional discounts according to table below.

Cloud Services MMRC % Discount Table

NASPO Cloud approved discount of 12% is higher than gray area MMRC discounts. Discounts approved at an aggressive level for participating entities and don't require a MMRC to receive 12% discount.					
			12 Months Initial Service Term (Cloud Term Commit)	24 Months Initial Service Term (Cloud Term Commit)	36 Months Initial Service Term (Cloud Term Commit)
		MMRC (monthly minimum revenue commitment)			
		\$25,000			7.50%
	\$75,000		10%	15%	
	\$150,000	10%	15%	20%	



CenturyLink Cloud Price List - Products and Services

Price List Updated: 11/3/2016

Name	Description	Billing Type	Per Hour	Per Month	Setup
* Pricing will only display upto 8 decimal places (.00000000). Note that in some instances the actually price may contain decimal places that are greater than 8 decimal places.					
INFRASTRUCTURE SERVICES					
NORTH AMERICA COMPUTE					
Virtual Processor (1-16)	2 Ghz+ Processor	Hourly (Used)	\$0.00900	\$6.4800	
Virtual RAM (1-128)	1 GB	Hourly (Used)	\$0.013500	\$9.7200	
HyperScale CPU	2 Ghz+ Processor	Hourly (Used)	\$0.00900	\$6.4800	
HyperScale RAM	1 GB	Hourly (Used)	\$0.013500	\$9.7200	
NORTH AMERICA STORAGE					
Standard Block Storage	MODIFIED SAN 1GB Storage (single node, snapshots on an as needed basis)	Hourly (Allocated)	\$0.00016667	\$0.12000240	
HyperScale Storage High performance storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS	Hourly (Allocated)	\$0.00040278	\$0.29000160	
END OF SALE Premium Block Storage END OF SALE	END OF SALE	Hourly (Allocated)	End Of Life		End Of Life
Archive Storage	Per GB Stored (for template and adhoc snapshot storage only - may not be provisioned for active storage)	Hourly (Used)	\$0.000100	\$0.07200	
Simple Backup Service - Backups	Monthly high water mark charges for backups	Hourly (Used per GB)	\$0.00013889	\$0.10000080	
Simple Backup Service - Restores	Monthly total restore size (in GB) charges	Usage (GB)		\$0.100	
NORTH AMERICA RELATIONAL DB SERVICE (DBaaS)					
MySQL Single Instance Relational DB CPU (1-16)	2 Ghz+ Processor (configuration available from 1 to 16 vCPUs)	Hourly (Allocated)	\$0.00900	\$6.4800	
MySQL Single Instance Relational DB RAM (1-128)	1 GB (configuration available from 1 to 128 GB)	Hourly (Allocated)	\$0.013500	\$9.7200	
MySQL Single Instance Relational DB Storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS 1 GB (configuration available from x to 664 GB)	Hourly (Allocated)	\$0.00040278	\$0.29000160	
MySQL HA Instance Relational DB CPU (1-16)	2 Ghz+ Processor (configuration available from 1 to 16 vCPUs)	Hourly (Allocated)	\$0.01800	\$12.9600	
MySQL HA Instance Relational DB RAM (1-128)	1 GB (configuration available from 1 to 128 GB)	Hourly (Allocated)	\$0.02700	\$19.4400	
MySQL HA Instance Relational DB Storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS 1 GB (configuration available from x to 664 GB)	Hourly (Allocated)	\$0.00080556	\$0.58000320	
NORTH AMERICA BARE METAL COMPUTE					
4 core, 16 GB RAM, 2x 1TB Raw HDD	4 cores (1x4), Intel Xeon E3-1271 v3 @ 3.60GHz, 16GB RAM, 2x 1TB HDD Raw @ 7200 rpm, 0.91 TB RAID 1 usable	Hourly (Allocated)	\$0.500	\$360.00	
12 core, 64 GB RAM, 4x 2TB Raw HDD	12 cores (2x6), Intel Xeon E5-2620 v3 @ 2.40GHz, 64GB RAM, 4x 2TB HDD Raw @ 7200 rpm, 5.46 TB RAID 5 usable	Hourly (Allocated)	\$1.1600	\$835.200	
20 core, 128 GB RAM, 6x 2TB Raw HDD	20 cores (2x10), Intel Xeon E5-2650 v3 @ 2.30GHz, 128GB RAM, 6x 2TB HDD Raw @ 7200 rpm, 9.09 TB RAID 5 usable	Hourly (Allocated)	\$2.2700	\$1,634.400	
16 core, 256 GB RAM, 1x 128GB Raw SSD 2x 800GB Raw SSD 4x 4TB Raw 7200rpm	16 cores (2x8), Intel Xeon E5-2630 v3 @ 2.40GHz, 256GB RAM, 1x128GB SSD (OS Drive) 2x 800GB and SSD 4x 4TB HDD Raw @ 7200 rpm (can be configured with hardware RAID)	Hourly (Allocated)	\$2.3500	\$1,692.00	
20 core, 256 GB RAM, 1x 128GB Raw SSD 2x 800GB Raw SSD 12x 2TB Raw 7200rpm	20 cores (2x10), Intel Xeon E5-2650 v3 @ 2.30GHz, 256GB RAM, 1x128GB SSD (OS Drive) 2x 800GB SSD and 12x 2TB HDD Raw @ 7200 rpm (can be configured with hardware RAID)	Hourly (Allocated)	\$2.8600	\$2,059.200	
24 core, 128 GB RAM, 1x 128GB Raw SSD 1x 960GB Raw SSD	24 cores (2x12), Intel Xeon E5-2650 v3 @ 2.30GHz, 128GB RAM, 1x 960GB SSD	Hourly (Allocated)	\$2.3500	\$1,692.00	

24 core, 128 GB RAM, 1x 128GB Raw SSD 1x 3.84TB Raw SSD	24 cores (2x12), Intel Xeon E5-2670 v3 @ 2.30GHz, 128GB RAM, 1x 128GB Raw SSD (OS Drive) 1x 3.84TB Raw SSD	Hourly (Allocated)	\$2.4700	\$1,778.400	
24 core, 512 GB RAM, 1x 128GB Raw SSD 1x 3.84TB Raw SSD	24 cores (2x12), Intel Xeon E5-2670 v3 @ 2.30GHz, 512GB RAM, 1x 128GB Raw SSD (OS Drive) 1x 3.84TB Raw SSD	Hourly (Allocated)	\$3.0500	\$2,196.00	
EMEA COMPUTE					
Virtual Processor (1-16)	2 Ghz+ Processor	Hourly (Used)	\$0.009900	\$7.12800	
Virtual RAM (1-128)	1 GB	Hourly (Used)	\$0.0148500	\$10.69200	
HyperScale CPU	2 Ghz+ Processor	Hourly (Used)	\$0.009900	\$7.12800	
HyperScale RAM	1 GB	Hourly (Used)	\$0.0148500	\$10.69200	
EMEA STORAGE					
Standard Block Storage	MODIFIED SAN 1GB Storage (single node, snapshots on an as needed basis)	Hourly (Allocated)	\$0.00018056	\$0.13000320	
HyperScale Storage High performance storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS	Hourly (Allocated)	\$0.00044444	\$0.31999680	
END OF SALE Premium Block Storage END OF SALE	END OF SALE	Hourly (Allocated)	End Of Life		End Of Life
Archive Storage	Per GB Stored (for template and adhoc snapshot storage only - may not be provisioned for active storage)	Hourly (Used)	\$0.0001100	\$0.079200	
Simple Backup Service - Backups	Monthly high water mark charges for backups	Hourly (Used per GB)	\$0.00015278	\$0.11000160	
Simple Backup Service - Restores	Monthly total restore size (in GB) charges	Usage (GB)		\$0.11000160	
EMEA RELATIONAL DB SERVICE (DBaaS)					
MySQL Single Instance Relational DB CPU (1-16)	2 Ghz+ Processor (configuration available from 1 to 16 vCPUs)	Hourly (Allocated)	\$0.009900	\$7.12800	
MySQL Single Instance Relational DB RAM (1-128)	1 GB (configuration available from 1 to 128 GB)	Hourly (Allocated)	\$0.0148500	\$10.69200	
MySQL Single Instance Relational DB Storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS 1 GB (configuration available from x to 664 GB)	Hourly (Allocated)	\$0.00044444	\$0.31999680	
MySQL HA Instance Relational DB CPU (1-16)	2 Ghz+ Processor (configuration available from 1 to 16 vCPUs)	Hourly (Allocated)	\$0.019800	\$14.25600	
MySQL HA Instance Relational DB RAM (1-128)	1 GB (configuration available from 1 to 128 GB)	Hourly (Allocated)	\$0.029700	\$21.38400	
MySQL HA Instance Relational DB Storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS 1 GB (configuration available from x to 664 GB)	Hourly (Allocated)	\$0.00088889	\$0.64000080	
EMEA BARE METAL COMPUTE					
4 core, 16 GB RAM, 2x 1TB Raw HDD	4 cores (1x4), Intel Xeon E3-1271 v3 @ 3.60GHz, 16GB RAM, 2x 1TB HDD Raw @ 7200 rpm, 0.91 TB RAID 1 usable	Hourly (Allocated)	\$0.5500	\$396.00	
12 core, 64 GB RAM, 4x 2TB Raw HDD	12 cores (2x6), Intel Xeon E5-2620 v3 @ 2.40GHz, 64GB RAM, 4x 2TB HDD Raw @ 7200 rpm, 5.46 TB RAID 5 usable	Hourly (Allocated)	\$1.2700	\$914.400	
20 core, 128 GB RAM, 6x 2TB Raw HDD	20 cores (2x10), Intel Xeon E5-2650 v3 @ 2.30GHz, 128GB RAM, 6x 2TB HDD Raw @ 7200 rpm, 9.09 TB RAID 5 usable	Hourly (Allocated)	\$2.4900	\$1,792.800	
16 core, 256 GB RAM, 1x 128GB Raw SSD 2x 800GB Raw SSD 4x 4TB Raw 7200rpm	16 cores (2x8), Intel Xeon E5-2630 v3 @ 2.40GHz, 256GB RAM, 1x128GB SSD (OS Drive) 2x 800GB and SSD 4x 4TB HDD Raw @ 7200 rpm (can be configured with hardware RAID)	Hourly (Allocated)	\$2.5900	\$1,864.800	
20 core, 256 GB RAM, 1x 128GB Raw SSD 2x 800GB Raw SSD 12x 2TB Raw 7200rpm	20 cores (2x10), Intel Xeon E5-2650 v3 @ 2.30GHz, 256GB RAM, 1x128GB SSD (OS Drive) 2x 800GB SSD and 12x 2TB HDD Raw @ 7200 rpm (can be configured with hardware RAID)	Hourly (Allocated)	\$3.1500	\$2,268.00	
24 core, 128 GB RAM, 1x 128GB Raw SSD 1x 960GB Raw SSD	24 cores (2x12), Intel Xeon E5-2650 v3 @ 2.30GHz, 128GB RAM, 1x 960GB SSD	Hourly (Allocated)	\$2.5900	\$1,864.800	
24 core, 128 GB RAM, 1x 128GB Raw SSD 1x 3.84TB Raw SSD	24 cores (2x12), Intel Xeon E5-2670 v3 @ 2.30GHz, 128GB RAM, 1x 128GB Raw SSD (OS Drive) 1x 3.84TB Raw SSD	Hourly (Allocated)	\$2.7100	\$1,951.200	
24 core, 512 GB RAM, 1x 128GB Raw SSD 1x 3.84TB Raw SSD	24 cores (2x12), Intel Xeon E5-2670 v3 @ 2.30GHz, 512GB RAM, 1x 128GB Raw SSD (OS Drive) 1x 3.84TB Raw SSD	Hourly (Allocated)	\$3.3500	\$2,412.00	
APAC COMPUTE					
Virtual Processor (1-16)	2 Ghz+ Processor	Hourly (Used)	\$0.0103500	\$7.45200	
Virtual RAM (1-128)	1 GB	Hourly (Used)	\$0.0155300	\$11.181600	
HyperScale CPU	2 Ghz+ Processor	Hourly (Used)	\$0.0103500	\$7.45200	
HyperScale RAM	1 GB	Hourly (Used)	\$0.0155300	\$11.181600	
APAC STORAGE					
Standard Block Storage	MODIFIED SAN 1GB Storage (single node, snapshots on an as needed basis)	Hourly (Allocated)	\$0.00019444	\$0.13999680	
HyperScale Storage High performance storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS	Hourly (Allocated)	\$0.00045833	\$0.32999760	
END OF SALE Premium Block Storage END OF SALE	END OF SALE	Hourly (Allocated)	End Of Life		End Of Life
Archive Storage	Per GB Stored (for template and adhoc snapshot storage only - may not be provisioned for active storage)	Hourly (Used)	\$0.00011500	\$0.082800	

Simple Backup Service - Backups	Monthly high water mark charges for backups	Hourly (Used per GB)	\$0.00015972	\$0.11499840	
Simple Backup Service - Restores	Monthly total restore size (in GB) charges	Usage (GB)		\$0.11500	
APAC RELATIONAL DB SERVICE (DBaaS)					
MySQL Single Instance Relational DB CPU (1-16)	2 Ghz+ Processor (configuration available from 1 to 16 vCPUs)	Hourly (Allocated)	\$0.0103500	\$7.45200	
MySQL Single Instance Relational DB RAM (1-128)	1 GB (configuration available from 1 to 128 GB)	Hourly (Allocated)	\$0.0155300	\$11.181600	
MySQL Single Instance Relational DB Storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS 1 GB (configuration available from x to 664 GB)	Hourly (Allocated)	\$0.00045833	\$0.32999760	
MySQL HA Instance Relational DB CPU (1-16)	2 Ghz+ Processor (configuration available from 1 to 16 vCPUs)	Hourly (Allocated)	\$0.020700	\$14.90400	
MySQL HA Instance Relational DB RAM (1-128)	1 GB (configuration available from 1 to 128 GB)	Hourly (Allocated)	\$0.0310500	\$22.35600	
MySQL HA Instance Relational DB Storage	Persistent High Performance Storage: SSD based storage with sustained rates of 15k IOPS 1 GB (configuration available from x to 664 GB)	Hourly (Allocated)	\$0.00093056	\$0.67000320	
APAC BARE METAL COMPUTE					
4 core, 16 GB RAM, 2x 1TB Raw HDD	4 cores (1x4), Intel Xeon E3-1271 v3 @ 3.60GHz, 16GB RAM, 2x 1TB HDD Raw @ 7200 rpm, 0.91 TB RAID 1 usable	Hourly (Allocated)	\$0.5800	\$417.600	
12 core, 64 GB RAM, 4x 2TB Raw HDD	12 cores (2x6), Intel Xeon E5-2620 v3 @ 2.40GHz, 64GB RAM, 4x 2TB HDD Raw @ 7200 rpm, 5.46 TB RAID 5 usable	Hourly (Allocated)	\$1.3300	\$957.600	
20 core, 128 GB RAM, 6x 2TB Raw HDD	20 cores (2x10), Intel Xeon E5-2650 v3 @ 2.30GHz, 128GB RAM, 6x 2TB HDD Raw @ 7200 rpm, 9.09 TB RAID 5 usable	Hourly (Allocated)	\$2.6100	\$1,879.200	
16 core, 256 GB RAM, 1x 128GB Raw SSD 2x 800GB Raw SSD 4x 4TB Raw 7200rpm	16 cores (2x8), Intel Xeon E5-2630 v3 @ 2.40GHz, 256GB RAM, 1x128GB SSD (OS Drive) 2x 800GB and SSD 4x 4TB HDD Raw @ 7200 rpm (can be configured with hardware RAID)	Hourly (Allocated)	\$2.7100	\$1,951.200	
20 core, 256 GB RAM, 1x 128GB Raw SSD 2x 800GB Raw SSD 12x 2TB Raw 7200rpm	20 cores (2x10), Intel Xeon E5-2650 v3 @ 2.30GHz, 256GB RAM, 1x128GB SSD (OS Drive) 2x 800GB SSD and 12x 2TB HDD Raw @ 7200 rpm (can be configured with hardware RAID)	Hourly (Allocated)	\$3.2900	\$2,368.800	
24 core, 128 GB RAM, 1x 128GB Raw SSD 1x 960GB Raw SSD	24 cores (2x12), Intel Xeon E5-2650 v3 @ 2.30GHz, 128GB RAM, 1x 960GB SSD	Hourly (Allocated)	\$2.7100	\$1,951.200	
24 core, 128 GB RAM, 1x 128GB Raw SSD 1x 3.84TB Raw SSD	24 cores (2x12), Intel Xeon E5-2670 v3 @ 2.30GHz, 128GB RAM, 1x 128GB Raw SSD (OS Drive) 1x 3.84TB Raw SSD	Hourly (Allocated)	\$2.8300	\$2,037.600	
24 core, 512 GB RAM, 1x 128GB Raw SSD 1x 3.84TB Raw SSD	24 cores (2x12), Intel Xeon E5-2670 v3 @ 2.30GHz, 512GB RAM, 1x 128GB Raw SSD (OS Drive) 1x 3.84TB Raw SSD	Hourly (Allocated)	\$3.5100	\$2,527.200	
OBJECT STORAGE					
Canada Object Storage	Per GB Stored (based on highest sum of bucket storage allocated during the month), includes automatic geo-replication	Hourly (Allocated)	\$0.0000600	\$0.043200	
United States (VA1) Object Storage	Per GB Stored (based on highest sum of bucket storage allocated during the month), includes automatic geo-replication	Hourly (Allocated)	\$0.0000600	\$0.043200	
APPF0G INSTANCES					
AppFog	Per GB of memory reserved	Hourly (Used)	\$0.0400	\$28.800	
ElasticBox					
Velocity ElasticBox POC - Express	Proof of concept that assists users with setup, and migration of up to 2 applications	Monthly (Fixed)			\$6,000.00
Velocity ElasticBox POC - Advanced	Proof of concept that assists users with setup, and migration of up to 3 applications as well as HA design and setup	Monthly (Fixed)			\$12,000.00
Velocity ElasticBox POC - Dynamic	Proof of concept that assists users with setup, and migration of up to 4 applications as well as HA design and setup, Webhooks/Monitoring/Logging Integration, Multi-Cloud Performance Benchmark and Availability Testing (application driven), Github Deployment Assistance, and One-Button Deployment	Monthly (Fixed)			\$24,000.00
Elasticbox Cloud	ElasticBox cloud is the hosted SaaS version and supports up to 10 users. To add additional users us the Elasticbox Cloud User Add-on Pack	Monthly (Fixed)		\$5,000.00	
Elasticbox Cloud User Add-On	Add an additional 5 user accounts to access the ElasticBox Cloud infrastructure	Monthly (Fixed)		\$2,000.00	
ElasticBox Datacenter	Dedicated ElasticBox Appliance deploy in any of the customer's infrastructure of their choosing (cloud provider, colocation, on-premise). Also includes access to ElasticBox Cloud with 10 user accounts.	Monthly (Fixed)		\$12,000.00	
Support					
Developer Support	Break--- fix support via trouble tickets and Email	Free			
Professional Support	Graduated fee based on total platform usage	Usage based	10% of monthly IaaS usage for < \$10,000 / month		
Enterprise Support	Graduated base fee based on total platform usage plus a minimum of 160 hours of a Cloud Service Engineer. * Enterprise support requires purchase of minimum one and up to four Designated Support Person		7% of monthly IaaS usage from \$10,000--\$80,000 / month 5% of monthly IaaS usage from \$80,000--\$250,000 / month		
SERVICE MANAGEMENT					

Cloud Service Engineering		Usage based in hourly blocks consisting of 20, 40, 60, 80, 160, 320, 480, 640 Hours	\$195.00		
NETWORKING					
Data Center Cross Connect	1 gbps port connection	Monthly (Fixed)		Custom	
North America Internet Bandwidth Data Transfer (outbound only, inbound is free) in GB	Per GB transferred	Usage (GB)		\$0.0500	
EMEA Internet Bandwidth Data Transfer (outbound only, inbound is free) in GB	Per GB transferred	Usage (GB)		\$0.0500	
APAC Internet Bandwidth Data Transfer (outbound only, inbound is free) in GB	Per GB transferred	Usage (GB)		\$0.0600	
Canada Object Storage Data Transfer (Outbound) in GB	Per GB transferred	Usage (GB)		\$0.0500	
US Object Storage Data Transfer (Outbound) in GB	Per GB transferred	Usage (GB)		\$0.0500	
CDN Bandwidth HTTP/S Delivery or Streaming in GB	Per GB transferred	Usage (GB)		\$0.1500	
CDN SSL Delivery with Private Cert	Per Domain (Does not include HTTPS Delivery)	Monthly (Fixed)		\$260.00	
VPN Connection	Site to Site VPN Connection (Does not include bandwidth)	Monthly (Fixed)		\$45.00	
Private VLAN	Per VLAN	Monthly (Fixed)		\$45.00	
External IP Address	External IP address	Monthly (Fixed)		\$2.00	
Shared Load balancer. Note: A public IP address is required.	Shared Load Balancer (Virtual Appliance)	Hourly (Used)	\$0.0400	\$28.800	
Load Balancer as a Service Note: A public IP address is required.	Per Load Balancer Configured per hour allocated	Hourly (Allocated)	\$0.02500	\$18.00	
Load Balancer as a Service Data Processing	Per GB Processed	Data Processed (GB)		\$0.00800	
SafeHaven Disaster Recovery					
SafeHaven VM licenses	Per VM	Hourly (Used)	\$0.054800	\$39.45600	
Managed Services					
MANAGED OPERATING SYSTEMS		OS Management Only (license separate)			
OS Management – Windows Server or Red Hat Enterprise Linux	Per VM	Hourly (Used)	\$0.2100	\$151.200	
MANAGED APPLICATIONS		App Management Only (license separate)			
Managed IIS (Per VM)	Per VM	Hourly (Allocated)	\$0.2100	\$151.200	
Managed Active Directory (Per VM)	Per VM	Hourly (Allocated)	\$0.27500	\$198.00	
Managed Microsoft SQL (Per Instance)	Per Application Instance	Hourly (Allocated)	\$0.4800	\$345.600	
Managed Apache (Per VM)	Per VM	Hourly (Allocated)	\$0.2100	\$151.200	
Managed Tomcat (Per VM)	Per VM	Hourly (Allocated)	\$0.8300	\$597.600	
Managed MySQL (per instance w/ licenses)	Per Application Instance	Hourly (Allocated)	\$0.76300	\$549.3600	
Managed MySQL Replication - Master/Master (per instance)	Per Application Instance	Hourly (Allocated)	\$0.555600	\$400.03200	
Managed MySQL Replication - Master/Slave (per instance)	Per Application Instance	Hourly (Allocated)	\$0.347200	\$249.98400	
Kerberos Authentication for Cloudera	Per Server	Hourly (Allocated)	\$0.100	\$72.00	
Cloudera Express - Unmanaged	Per VM	Hourly (Allocated)			
Cloudera Express - Managed	Per VM w/licenses	Hourly (Allocated)	\$0.0300	\$21.600	

Cloudera Basic - Managed	Per VM w/licenses	Hourly (Allocated)	\$0.5400	\$388.800	
Cloudera Basic w/HBase - Managed	Per VM w/licenses	Hourly (Allocated)	\$0.8800	\$633.600	
Cloudera Enterprise Data Hub - Managed	Per VM w/licenses	Hourly (Allocated)	\$1.1500	\$828.00	
Intrusion Prevention System (IPS)	Per VM	Hourly (Allocated)	\$0.0700	\$50.400	
SPLA & LICENSING					
OPERATING SYSTEMS Licensing Only (no management or maintenance)					
Windows Server - Datacenter Edition Licensing	Per vCPU	Hourly (Allocated)	\$0.0400	\$28.800	
Redhat Enterprise Licensing	Per vCPU	Hourly (Allocated)	\$0.0400	\$28.800	
MICROSOFT SERVER SOFTWARE Microsoft Server Software Licensing Only (no management or maintenance)					
MS SQL Server Enterprise Edition (per vCPU per hour)	SQLSvrEnt ALNG LicSAPk MVL 1Proc	Hourly (Allocated)	\$0.409700	\$294.98400	
MS SQL Server Standard Edition (per vCPU per hour)	SQLSvrStd ALNG LicSAPk MVL 1Proc	Hourly (Allocated)	\$0.108300	\$77.97600	
MS SQL Server Web Edition (per vCPU per hour)	SQLSvrWeb ALNG LicSAPk MVL 1Proc	Hourly (Allocated)	\$0.006700	\$4.82400	
Windows Remote Desktop Services SAL (per license per hour)	WinRmtDsktpSrvcsSAL ALNG LicSAPk MVL	Hourly (Allocated)	\$0.006200	\$4.46400	
CITRIX Citrix Licensing Only (no management or maintenance)					
Dedicated Citrix NetScaler Load Balancer VPX 200Mbps Standard	Dedicated Load Balancer (Virtual Appliance) (VM Not included in License Fee Listed)	Monthly (Fixed)		\$260.00	\$490.00
Dedicated Citrix NetScaler Load Balancer VPX 200Mbps Enterprise	Dedicated Load Balancer (Virtual Appliance) (VM Not included in License Fee Listed)	Monthly (Fixed)		\$520.00	\$490.00
Dedicated Citrix NetScaler Load Balancer VPX 200Mbps Platinum	Dedicated Load Balancer (Virtual Appliance) (VM Not included in License Fee Listed)	Monthly (Fixed)		\$780.00	\$490.00
Dedicated Citrix NetScaler Load Balancer VPX 1000Mbps Standard	Dedicated Load Balancer (Virtual Appliance) (VM Not included in License Fee Listed)	Monthly (Fixed)		\$780.00	\$490.00
Dedicated Citrix NetScaler Load Balancer VPX 1000Mbps Enterprise	Dedicated Load Balancer (Virtual Appliance) (VM Not included in License Fee Listed)	Monthly (Fixed)		\$1,170.00	\$490.00
Dedicated Citrix NetScaler Load Balancer VPX 1000Mbps Platinum	Dedicated Load Balancer (Virtual Appliance) (VM Not included in License Fee Listed)	Monthly (Fixed)		\$1,560.00	\$490.00
Third Party Services					
Managed DNS (per Zone)	Per Zone	Monthly (Fixed)		\$5.00	
SMTP Relay Service (per 1000 emails sent) EOL	END OF SALE as of 12/1/2016	Not Available			
CONSULTING/PROFESSIONAL SERVICES					
Quickstart Express for Free		One-time (Fixed)			INCLUDED
Quickstart Express	Deployment & training services	One-time (Fixed)			\$600.00
Quickstart Advanced	Deployment services & best practice consultation to maximize ROI	One-time (Fixed)			\$2,000.00
Quickstart Enterprise	Quickstart Enterprise is tailored for strategic and/or enterprise orgs who require complex onboarding and/or applicable to customers who have extended onboarding requirements.	One-time (Fixed)			\$20,000.00
Quickstart SafeHaven	Deployment services & best practice consultation to maximize ROI	One-time (Fixed) Per VM			\$1,850.00
Quickstart ElasticBox Onboarding - Express	Customized service that provides users indepth training and demonstration on the ElasticBox platform.	One-time (Fixed)			\$3,000.00
Quickstart ElasticBox Onboarding - Advanced	Customized service that provides users indepth training and demonstration on the ElasticBox platform.	One-time (Fixed)			\$6,000.00
CUSTOM QUOTE					
Hourly Professional Support Cost		Hourly (Used)			\$195.00
SERVICE TASKS					
VM Import	Take a customer virtual machine and convert to either (a) a running virtual machine or (b) a reusable template. Servers converted. The customer will be asked for details about which account, group, VLAN, and storage type to apply to the imported server.	\$195 /hour, 2 hour minimum	\$195.00		\$390.00
Deploy Dedicated Load Balancer	Customer can request dedicated Netscaler, HAProxy, and F5 devices for their accounts. These are best suited to customers who want control over routing management for public or private traffic.	\$195 /hour, 2 hour minimum	\$195.00		\$390.00
Deploy Site-to-Site VPN Tunnels or Direct Connect	Provision specialized site to site tunnels for customers or connect CenturyLink Cloud to hardware in the same data center via Direct Connect.	\$195 /hour, 1 hour minimum	\$195.00		\$195.00
Deploy Custom OpenVPN Servers or Configurations.	Give customers more DHCP users, deploy to alternate DCs besides primary, change ports.	\$195 /hour, 1 hour minimum	\$195.00		\$195.00

Deploy VMware Virtual Appliance	Add virtual appliances to an account	\$195 /hour, 2 hour minimum	\$195.00		\$390.00
Data Import / Export	For customers with large data sets to add to (or extract from) the cloud, this content can be distributed via removable media or FTP. This may include data files, virtual machine hard drives (export), or unstructured content.	\$195 /hour, 2 hour minimum	\$195.00		\$390.00
Move Cloud VMs To Different Data Center	Customers can request that we move a running, stopped, or archived VM to another CLC data center. Part of this migration includes moving the VM hard drives, setting up the VM in the requested DC, putting it into the specified Group, and joining it to a new network.	\$195 /hour, 3 hour minimum	\$195.00		\$585.00
Usage Reporting	This addresses any request for data that the customer cannot or does not want to retrieve themselves from the platform. Such requests include:	\$195 /hour, 2 hour minimum	\$195.00		\$390.00
Disaster Recovery Testing	Restore premium storage servers in remote DC and verify replication is working properly. This does not include leading any customer-side business continuity execution and represents the CLC portion of the DR exercise only. Servers are started in remote DCs based on account/group/network information provided by the customer.	\$195 /hour, 8 hour minimum	\$195.00		\$1,560.00
Create Cloud Servers	Customers can pay CLC to build servers based on provided specifications.	\$195 /hour, 1 hour minimum	\$195.00		\$195.00
Install, Prepare or Configure Microsoft Software	Customers who want to run Microsoft software can purchase this work item where we mount ISOs, install software, and configure it.	\$195 /hour, 1 hour minimum	\$195.00		\$195.00
Develop Blueprints	If a customer wants a Blueprint developed, they can pay CLC resources to design and deploy the Blueprint for their account.	\$195 /hour, 8 hour minimum	\$195.00		\$1,560.00
Add / Install Remote Desktop Services	Customers who want to run Microsoft Remote Desktop Services can purchase this work item where we install the role on your virtual machine.	\$195 /hour, 1 hour minimum	\$195.00		\$195.00
Conference Calls and Guided Troubleshooting	Participation on customer conference calls and guided troubleshooting sessions.	\$195 /hour, 1 hour minimum	\$195.00		\$195.00
NESSUS Security Vulnerability Scanning	Runs security scans against one or more virtual machines to look for over 65,000 specific vulnerabilities and security gaps (listed here: http://www.tenable.com/plugins/index.php?view=all). Findings are then shared with the customer.	\$195 /hour, 1 hour minimum	\$195.00		\$195.00
Direct Connect Setup	Provides the planning and work necessary to establish a direct connect between environments via cross connect or MPLS	\$195 /hour, 4 hour minimum	\$195.00		\$780.00
Quickstart SafeHaven Additional Recovery VMs Setup fee	SafeHaven implementation of additional Protected VMs	Per Vm	\$325.00		\$325.00
SafeHaven DRaaS Consulting	Safehaven design and technical engineering	\$195 /hour, 4 hour minimum	\$195.00		\$780.00

Private Cloud
 * Per Month Pricing reflected as 'Estimated' cost for services based on an Hourly Billing model (hourly unit price x 720 hours)

Name	Description	Per Month Based on 3 Year Commitment	Per Month Based on 4 Year Commitment	Per Month Based on 5 Year Commitment
North America and Europe CenturyLink Private Cloud				
CenturyLink Private Cloud Base Component				
Private Cloud	Compute: 3,840 vCPUs with 9 TB of RAM	\$250,000.0000	\$225,000.00	\$200,000.00
CenturyLink Private Cloud Expansion Modules (Requires Base Components)				
Private Cloud Compute & Storage Expansion Module	Additional 3,840 vCPUs with 9 TB of RAM	\$185,000.0000	\$166,500.00	\$148,000.00
Private Cloud Hyperscale Expansion Module	Additional 6,144 vCPUs, 12 TB RAM, & 102 TB of Hyperscale Storage Requires Base components in addition to the Hyperscale Expansion Module	\$145,500.0000	\$130,500.00	\$111,600.00
Private Cloud Backup Storage Expansion Module	Additional 510 TB of backup storage	\$30,000.0000	\$27,000.00	\$24,000.00
Asia Pacific CenturyLink Private Cloud				
CenturyLink Private Cloud Base Component				
Private Cloud	Compute: 3,840 vCPUs with 9 TB of RAM	\$275,000.0000	\$247,500.00	\$220,000.00
CenturyLink Private Cloud Expansion Modules (Requires Base Components)				
Private Cloud Compute & Storage Expansion Module	Additional 3,840 vCPUs with 9 TB of RAM	\$203,500.0000	\$183,150.00	\$162,800.00
Private Cloud Hyperscale Expansion Module	Additional 6,144 vCPUs, 12 TB RAM, & 102 TB of Hyperscale Storage Requires Base components in addition to the Hyperscale Expansion Module	\$160,000.0000	\$143,500.00	\$127,600.00

Private Cloud Backup Storage Expansion Module	Additional 510 TB of backup storage	\$33,000.0000	\$33,000.00	\$33,000.00
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Pricing Exhibit 2

The details of this pricing exhibit contain pricing examples of core components within this solution set. As solutions are customized, the options and details may change, but the discounts have been presented to align with the core components. This pricing exhibit may not represent all options and features that are offered in this solution set, but discounts will apply as it relates to the component.

CenturyLink Dedicated Cloud Compute and vCloud Government Pricing Table

<u>Product</u>	<u>Qty</u>	<u>Recurring Charge List</u>	<u>Discount</u>	<u>Recurring Charge w discount</u>	<u>One Time Charge List</u>	<u>discount</u>	<u>One Time w discount</u>
vCloud Government							
Virtual Private Cloud 1.0							
Data Center: 3PAZ1 CPU: 10 GHz RAM: 20 GB Bandwidth: 10 Mbps Public IPs: 2 IPs RSA Token: 1 RSA SSD Accelerated Storage: 2 TB Win2008 SP2 Std: 0 WIN2008R2 Std 64: 0 WIN2008R2 Std SQL2008 Std 64: 0 WIN2008R2 Std SQL2008 Web 64: 0 WIN2012 Std 64: 0 WIN2012 Std SQL2012 Std 64: 0 WIN2012 Std SQL2012 Web 64: 0 SUSE Linux Enterprise Server: 0	1	\$1,002.00	ICB	\$1,002.00	\$0.00	ICB	\$0.00
Bandwidth Count: 1 Bandwidth: 10		\$202.00		\$202.00			
Compute Count: 1 CPU: 10 RAM: 20		\$386.00		\$386.00			
Public IP Count: 1 Public IPs: 1		\$22.00		\$22.00			
RSA Token Count: 1 RSA Token: 1		\$0.00	ICB	\$0.00	\$150.00	ICB	\$150.00
SSD Accelerated Storage Count: 1 SSD Accelerated Storage: 2		\$254.00		\$254.00			
VCGS VPC Production Support 1.0	1	\$116.00		\$116.00			
Dedicated Cloud 1.0							
Data Center: 3PAZ1 CPU: 35 Ghz RAM: 120 GB Bandwidth: 50 Mbps Public IPs: 3 IPs RSA Token: 1 RSA SSD Accelerated Storage: 6 TB Win2008 SP2 Std: 0 WIN2008R2 Std 64: 0 WIN2008R2 Std SQL2008 Std 64: 0 WIN2008R2 Std SQL2008 Web 64: 0 WIN2012 Std 64: 0 WIN2012 Std SQL2012 Std 64: 0 WIN2012 Std SQL2012 Web 64: 0 SUSE Linux Enterprise Server: 0	1	\$9,234.00	ICB	\$9,234.00	\$0.00		\$0.00
Bandwidth Count: 1 Bandwidth: 50	1	\$1,048.00	ICB	\$1,048.00	\$0.00		\$0.00
Compute Count: 1 CPU: 35 RAM: 120	1	\$6,314.00	ICB	\$6,314.00	\$0.00		\$0.00
Public IP Count: 1 Public IPs: 1	1	\$23.00	ICB	\$23.00	\$0.00		\$0.00
RSA Token Count: 1 RSA Token: 1	1	\$0.00		\$0.00	\$150.00	ICB	\$0.00
SSD Accelerated Storage Count: 1 SSD Accelerated Storage: 6	1	\$760.00	ICB	\$760.00	\$0.00		\$0.00
VCGS DC Production Support 1.0 Production Support: 1	1	\$1,043.00	ICB	\$1,043.00	\$0.00		\$0.00

CenturyLink Dedicated Cloud Compute

Virtual Intelligent Hosting Node - Servers Include Vmware Operating System/Hypervisor - 36 Month - Additional Options on Pg 2

Available at select Data Centers Node Configuration: HP DL560 Gen9 NIC: 1 GigE CPU Count: 4 CPU Speed: 2.10 GHz Intel Xeon E5-4650v3 Twelve-Core RAM: 512GB Hard Drive: 2x80GB SSD	1	\$3,751.00	20%	\$3,000.80	\$500.00	50%	\$250.00
Node Configuration: HP DL360 Gen9 NIC: 1 GigE CPU Count: 2 CPU Speed: 2.5 GHz Intel Xeon E5-2680v3 Twelve-Core RAM: 256GB Hard Drive: 2x80GB SSD	1	\$2,101.00	20%	\$1,680.00	\$500.00	50%	\$250.00
Virtual Intelligent Hosting Instance							
NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 4 CPU Data Center: ZZSC8	1	\$140.00	20%	\$112.00	\$250.00	50%	\$125.00
NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC9	1	\$85.00	20%	\$68.00	\$250.00	50%	\$125.00
NOS: Solaris 10	1	\$125.00	20%	\$100.00	\$250.00	50%	\$125.00
NOS: Red Hat Enterprise Linux AS v7 64 bit Managed Operating System	1	\$150.00	20%	\$120.00	\$250.00	50%	\$125.00
Storage							
Unified Storage 1.0							
Velocity (GBs): 1024 Velocity Replication (GBs): 0 Velocity Total (GBs): 1024	1	\$1,730.56		\$1,211.39	\$1,000.00		\$1,000.00
Vital (GBs): 1024 Vital Replication (GBs): 0 Vital Total (GBs): 1024	1	\$808.96		\$566.27	\$1,000.00		\$1,000.00
Value (GBs): 1024 Value Replication (GBs): 0 Value Total (GBs): 1024	1	\$153.60		\$107.52	\$1,000.00		\$1,000.00
Managed Hosting Support							
Service Management 3.0							
Service Management 3.0							
Service Tier: Basic Min Hours: 8	1	\$250.00	15%	\$212.50	na		na
Service Tier: Standard sm3TSEType: N/A Min Hours: 20	1	\$248.75	15%	\$211.44	na		na
Resource: Client Service Partner Min Hours: 40	1	\$175.00	15%	\$148.75	na		na
Resource: Client Technology Advisor Min Hours: 40	1	\$175.00	15%	\$148.75	na		na
Resource: Technical Service Engineer - Applications Min Hours: 40	1	\$175.00	15%	\$148.75	na		na
Resource: Technical Service Engineer - Database Min Hours: 40	1	\$175.00	15%	\$148.75	na		na
Resource: Technical Service Engineer - OS (Unix) Min Hours: 40	1	\$175.00	15%	\$148.75	na		na
Resource: Technical Service Engineer - OS (Windows) Min Hours: 40	1	\$175.00	15%	\$148.75	na		na
Resource: Technical Service Engineer - Storage Min Hours: 40	1	\$175.00	15%	\$148.75	na		na
Resource: Technical Operations Manager Min Hours: 40	1	\$175.00	15%	\$148.75	na		na
Resource: Security Architecture Manager Min Hours: 40	1	\$200.00	15%	\$170.00	na		na
Resource: Adaptive Desk Min Hours: 80	1	\$100.00	15%	\$85.00	na		na
Gold Support 1.0							
Min Hours: 2.0 Type: Monthly	1	\$175.00	100%	\$0.00	na		na
Connectivity							
HAN Internet Access options							
Usage Calculation: 95th Percentile Higher of In or Out Base Bandwidth (Mbps): 100	1	\$853.52	20%	\$682.86	\$0.00	0%	\$0.00
Cross Connect Type: Telco without Private Entrance Single Mode Fiber	1	\$250.00	20%	\$200.00	\$225.00	100%	\$0.00

Colocation							
Colocation Bundle 2.0 Total (as promotional offer)	1	\$1,706.00		\$1,358.20	\$4,682.00		\$0.00
Available in select Data Centers							
Raised Floor - Space and Power							
Space Type: Secure Cabinet - 4kW	1	\$1,324.00	20%	\$1,059.00	\$1,400.00	100%	\$0.00
Patch Panel Type: 6-Port Copper Patch Panel	1	\$8.00	100%	waived	\$250.00	100%	\$0.00
Power Configuration: Primary/Redundant Pair							
Power Circuit: 30A/208V-Single Phase-L6	1	\$374.00	20%	\$299.20	\$1,800.00	100%	\$0.00
Power Strip Type: L6-30 Horizontal Mount Power Strip with Display	2	\$0.00	0%	\$0.00	\$1,232.00	100%	\$0.00
Gold Support Min Hours: 2.0							
Type: Monthly	2	\$350.00	100%	\$0.00	na		na
Usage Calculation: 95th Percentile Higher of In or Out							
Base Bandwidth (Mbps): 1	1	\$39.82	75%	\$9.95	\$0.00	0%	\$0.00
Colocation Internet Multiline GigE - Cross Connect	1	\$225.00	75%	\$56.25	\$225.00	100%	\$0.00
Cross Connect Type: Telco without Private Entrance	1	\$250.00	100%	waived	\$225.00	100%	\$0.00

CenturyLink Colocation

Global Network to Connect Wherever You Conduct Business

Our Colocation gives you access to 55 state-of-the-art global data centers across North America, Europe and Asia with more than 2 million square feet of raised floor space and helps ensure your IT solutions are secure and readily available. Our Data Center Colocation Services allow you to easily federate your applications into other infrastructure services, including cloud and managed hosting, providing you the platform choices you need to run your business.

To discuss an opportunity for a Colocation solution/product engagement, please contact your CenturyLink Account Team. CenturyLink engages our experts that will assess the Scope of Services and can deliver customized pricing based on needs review of a customer's environment.

CenturyLink DDoS Mitigation Service

CenturyLink DDoS Mitigation Service includes Proactive Shared DDoS Mitigation Service and Reactive Shared DDoS Mitigation Service. The monthly charge for the service is based on customer's corresponding CenturyLink IQ™ Networking Internet Port's maximum bandwidth (regardless of customer's actual bandwidth utilization on the port). There is no NRC charge for the service.

DDoS is available at full and tiered port speeds. Customers looking to purchase CenturyLink IQ Networking Internet Ports using Burstable and Data Transfer must purchase the DDoS service for the corresponding full port speed on their CenturyLink IQ Networking Internet Port. Customers purchasing CenturyLink IQ Networking Internet Ports using the Tiered methodology will purchase the DDoS Mitigation Service that matches the Tiered speed.

Proactive Shared DDoS Mitigation Service price schedule

CenturyLink Proactive Shared DDoS Mitigation Based on CenturyLink IQ™ Networking Internet Port Access Speed	Networking Internet Port Maximum Bandwidth	MRC	20% discount
DS1	1.5 Mbps	\$580.00	\$464.00
2xDS1	3 Mbps	\$580.00	\$464.00
3xDS1	4.5 Mbps	\$580.00	\$464.00
4xDS1	6 Mbps	\$580.00	\$464.00
5xDS1	7.5 Mbps	\$580.00	\$464.00
6xDS1	9 Mbps	\$580.00	\$464.00
7xDS1	10.5 Mbps	\$580.00	\$464.00
8xDS1	12 Mbps	\$660.00	\$528.00
DS-3	45 Mbps	\$845.00	\$676.00
OC-3	155 Mbps	\$1,615.00	\$1,292.00
OC-12	622 Mbps	\$3,360.00	\$2,688.00
OC-48	2.5 Gbps	\$11,340.00	\$9,072.00
Ethernet	10 Mbps	\$500.00	\$400.00
Fast Ethernet	10 Mbps	\$500.00	\$400.00
Fast Ethernet	20 Mbps	\$800.00	\$640.00
Fast Ethernet	30 Mbps	\$1,000.00	\$800.00
Fast Ethernet	40 - 100 Mbps	\$1,250.00	\$1,000.00
Gigabit Ethernet	100 Mbps	\$1,250.00	\$1,000.00
Gigabit Ethernet	200 Mbps	\$2,200.00	\$1,760.00
Gigabit Ethernet	300 Mbps	\$3,100.00	\$2,480.00
Gigabit Ethernet	400 - 1000 Mbps	\$4,200.00	\$3,360.00
10 Gigabit Ethernet*	1 Gbps	\$4,200.00	\$3,360.00
10 Gigabit Ethernet *	2 Gbps	\$7,500.00	\$6,000.00
10 Gigabit Ethernet *	3 Gbps	\$10,500.00	\$8,400.00
10 Gigabit Ethernet *	4 - 10 Gbps	\$14,700.00	\$11,760.00

Reactive Shared DDoS Mitigation Service price schedule

CenturyLink Reactive Shared DDoS Mitigation Based on CenturyLink IQ™ Networking Internet Port Access Speed	CenturyLink IQ Networking Internet Port Maximum	MRC	20% discount
DS1	1.5 Mbps	\$450.00	\$360.00

2xDS1	3 Mbps	\$450.00	\$360.00
3xDS1	4.5 Mbps	\$450.00	\$360.00
4xDS1	6 Mbps	\$450.00	\$360.00
5xDS1	7.5 Mbps	\$450.00	\$360.00
6xDS1	9 Mbps	\$450.00	\$360.00
7xDS1	10.5 Mbps	\$450.00	\$360.00
8xDS1	12 Mbps	\$515.00	\$412.00
DS-3	45 Mbps	\$660.00	\$528.00
OC-3	155 Mbps	\$1,210.00	\$968.00
OC-12	622 Mbps	\$2,600.00	\$2,080.00
OC-48	2.5 Gbps	\$8,775.00	\$7,020.00
Ethernet	10 Mbps	\$400.00	\$320.00
Fast Ethernet	10 Mbps	\$400.00	\$320.00
Fast Ethernet	20 Mbps	\$650.00	\$520.00
Fast Ethernet	30 Mbps	\$825.00	\$660.00
Fast Ethernet	40 - 100 Mbps	\$995.00	\$796.00
Gigabit Ethernet	100 Mbps	\$995.00	\$796.00
Gigabit Ethernet	200 Mbps	\$1,800.00	\$1,440.00
Gigabit Ethernet	300 Mbps	\$2,550.00	\$2,040.00
Gigabit Ethernet	400 - 1000 Mbps	\$3,500.00	\$2,800.00
10 Gigabit Ethernet*	1 Gbps	\$3,500.00	\$2,800.00
10 Gigabit Ethernet *	2 Gbps	\$6,250.00	\$5,000.00
10 Gigabit Ethernet *	3 Gbps	\$8,750.00	\$7,000.00
10 Gigabit Ethernet *	4 - 10 Gbps	\$12,250.00	\$9,800.00

Network Agnostic DDoS Protection

For customers not purchasing CenturyLink network services, CenturyLink's DDoS mitigation solution is delivered as a cloud-based or hybrid cloud and premises-based service. The cloud-based infrastructure is located on CenturyLink's Wide Area Network (WAN) backbone, which serves 20% of the world's Internet traffic and extends to more than 85 countries.

Product Details

- Provides DDoS mitigation in CenturyLink's network or as a hybrid network and premises-based service
- Can detect and mitigate a broad range of DDoS attacks
- Mitigates attacks on non-CenturyLink networks
- Can maximize business continuity by forwarding your legitimate transactions while filtering DDoS attack traffic
- Available with optional DDoS mitigation appliance providing another layer of protection against DDoS attacks, always on-mitigation option, and visibility on 3rd party networks
- DDoS traffic is redirected to "cleaning centers" that are geographically dispersed
- Delivered as a "utility" service — eliminates purchase of additional software or hardware
- Reduces your organization's overall dedicated infrastructure costs, as the service makes use of CenturyLink-provided infrastructure

Pricing for Network Agnostic DDoS Protection is considered a Scope of Work driven ICB solution

IQ Networking Data Center Connectivity

4.2 Precise Burstable Net Rate Pricing.

NRC per Port**	\$4,000		
Precise Burstable	12 Month Service Term MRC per Mbps*	24 Month Service Term MRC per Mbps*	36 Month Service Term MRC per Mbps*
Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Internet Port	(promo code QDC21GEPB1)	(promo code QDC21GEPB2)	(promo code QDC21GEPB3)
0.000 – 100 Mbps	\$7.13	\$6.79	\$6.46
100.001 – 150 Mbps	\$7.13	\$6.79	\$6.46
150.001 - 200 Mbps	\$7.13	\$6.79	\$6.46
200.001 - 250 Mbps	\$6.30	\$5.99	\$5.67
250.001 - 300 Mbps	\$6.30	\$5.99	\$5.67
300.001 - 350 Mbps	\$5.53	\$5.23	\$4.97
350.001 - 400 Mbps	\$5.53	\$5.23	\$4.97
400.001 - 500 Mbps	\$4.80	\$4.56	\$4.32
500.001 - 600 Mbps	\$4.31	\$4.09	\$3.90
600.001 – 700 Mbps	\$3.58	\$3.38	\$3.22
700.001 – 800 Mbps	\$3.58	\$3.38	\$3.22
800.001 – 900 Mbps	\$3.58	\$3.38	\$3.22
900.001 – 1000 Mbps	\$3.58	\$3.38	\$3.22

*Includes On-Net Local Access service. Special Construction and Local Access ancillary fees not included.

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

NRC per Port**	\$20,000		
Precise Burstable	12 Month Service Term MRC per Mbps*	24 Month Service Term MRC per Mbps*	36 Month Service Term MRC per Mbps*
10 Gigabit Ethernet (10,000 Mbps) Precise Burstable Minimum = 1000 Mbps Internet Port	(promo code QDC2110GPB1)	(promo code QDC2110GPB2)	(promo code QDC2110GPB3)
0.000 – 1,000 Mbps	\$3.56	\$3.38	\$3.19
1,000.001 – 2,000 Mbps	\$3.56	\$3.38	\$3.19
2,000.001 – 3,000 Mbps	\$3.29	\$3.10	\$2.96
3,000.001 – 4,000 Mbps	\$2.98	\$2.84	\$2.70
4,000.001 – 5,000 Mbps	\$2.72	\$2.58	\$2.45
5,000.001 – 6,000 Mbps	\$2.48	\$2.34	\$2.21
6,000.001 – 7,000 Mbps	\$2.21	\$2.06	\$1.97
7,000.001 – 8,000 Mbps	\$2.21	\$2.06	\$1.97
8,000.001 – 9,000 Mbps	\$2.21	\$2.06	\$1.97
9,000.001 – 10,000 Mbps	\$2.21	\$2.06	\$1.97

*Includes On-Net Local Access service. Special Construction and Local Access ancillary fees not included.

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

NRC per Port**	\$4,000		
Precise Burstable	12 Month Service Term MRC per Mbps*	24 Month Service Term MRC per Mbps*	36 Month Service Term MRC per Mbps*
Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Private Port	(promo code QDC2PGEPB1)	(promo code QDC2PGEPB2)	(promo code QDC2PGEPB3)
0.000 – 100 Mbps	\$8.22	\$7.79	\$7.41
100.001 – 150 Mbps	\$8.22	\$7.79	\$7.41
150.001 – 200 Mbps	\$8.22	\$7.79	\$7.41
200.001 – 250 Mbps	\$7.25	\$6.89	\$6.53
250.001 – 300 Mbps	\$7.25	\$6.89	\$6.53
300.001 – 350 Mbps	\$6.33	\$5.99	\$5.74
350.001 – 400 Mbps	\$6.33	\$5.99	\$5.74
400.001 – 500 Mbps	\$5.52	\$5.24	\$4.96
500.001 – 600 Mbps	\$4.95	\$4.69	\$4.50
600.001 – 700 Mbps	\$4.10	\$3.90	\$3.71

700.001 – 800 Mbps	\$4.10	\$3.90	\$3.71
800.001 – 900 Mbps	\$4.10	\$3.90	\$3.71
900.001 – 1000 Mbps	\$4.10	\$3.90	\$3.71

* Includes On-Net Local Access 1Gbps service. Special Construction and Local Access ancillary fees not included.

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

NRC per Port**	\$20,000		
Precise Burstable	12 Month Service Term MRC per Mbps*	24 Month Service Term MRC per Mbps*	36 Month Service Term MRC per Mbps*
10 Gigabit Ethernet (10,000 Mbps) Precise Burstable Minimum = 1000 Mbps	(promo code QDC2P10GPB1)	(promo code QDC2P10GPB2)	(promo code QDC2P10GPB3)
Private Port			
0.000 – 1,000 Mbps	\$4.09	\$3.86	\$3.68
1,000.001 – 2,000 Mbps	\$4.09	\$3.86	\$3.68
2,000.001 – 3,000 Mbps	\$3.76	\$3.58	\$3.39
3,000.001 – 4,000 Mbps	\$3.43	\$3.26	\$3.12
4,000.001 – 5,000 Mbps	\$3.13	\$2.96	\$2.82
5,000.001 – 6,000 Mbps	\$2.84	\$2.71	\$2.54
6,000.001 – 7,000 Mbps	\$2.52	\$2.39	\$2.27
7,000.001 – 8,000 Mbps	\$2.52	\$2.39	\$2.27
8,000.001 – 9,000 Mbps	\$2.52	\$2.39	\$2.27
9,000.001 – 10,000 Mbps	\$2.52	\$2.39	\$2.27

* Includes On-Net Local Access 1Gbps service. Special Construction and Local Access ancillary fees not included.

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

Pricing Exhibit 2 (Continued)

Configuration	24mo MRR	Discount - 24 Mo	Total - 24 Mo	36mo MRR	Discount - 36 Mo	Total - 36 Mo	NRC	NRC Discount	NRC Total
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2620v3 Six-Core - 64GB	\$1,754.10	20%	\$1,403.28	\$1,402.20	40%	\$841.32	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2620v3 Six-Core - 128GB	\$1,858.50	20%	\$1,486.80	\$1,471.50	40%	\$882.90	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2620v3 Six-Core - 256GB	\$2,082.60	20%	\$1,666.08	\$1,615.50	40%	\$969.30	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2620v3 Six-Core - 384GB	\$2,313.90	20%	\$1,851.12	\$1,764.00	40%	\$1,058.40	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2620v3 Six-Core - 512GB	\$3,004.20	20%	\$2,403.36	\$2,157.30	40%	\$1,294.38	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2620v3 Six-Core - 768GB	\$3,832.20	20%	\$3,065.76	\$2,744.10	40%	\$1,646.46	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2630v3 Eight-Core - 64GB	\$1,863.00	20%	\$1,490.40	\$1,473.30	40%	\$883.98	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2630v3 Eight-Core - 128GB	\$1,965.60	20%	\$1,572.48	\$1,540.80	40%	\$924.48	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2630v3 Eight-Core - 256GB	\$2,196.90	20%	\$1,757.52	\$1,690.20	40%	\$1,014.12	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2630v3 Eight-Core - 384GB	\$2,430.00	20%	\$1,944.00	\$1,842.30	40%	\$1,105.38	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2630v3 Eight-Core - 512GB	\$3,120.30	20%	\$2,496.24	\$2,235.60	40%	\$1,341.36	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.4 GHz Intel Xeon E5-2630v3 Eight-Core - 768GB	\$3,948.30	20%	\$3,158.64	\$2,822.40	40%	\$1,693.44	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2650v3 Ten-Core - 64GB	\$2,018.70	20%	\$1,614.96	\$1,582.20	40%	\$949.32	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2650v3 Ten-Core - 128GB	\$2,123.10	20%	\$1,698.48	\$1,647.90	40%	\$988.74	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2650v3 Ten-Core - 256GB	\$2,354.40	20%	\$1,883.52	\$1,799.10	40%	\$1,079.46	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2650v3 Ten-Core - 384GB	\$2,585.70	20%	\$2,068.56	\$1,950.30	40%	\$1,170.18	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2650v3 Ten-Core - 512GB	\$3,276.00	20%	\$2,620.80	\$2,343.60	40%	\$1,406.16	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2650v3 Ten-Core - 768GB	\$4,104.00	20%	\$3,283.20	\$2,930.40	40%	\$1,758.24	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.5 GHz Intel Xeon E5-2680v3 Twelve-Core - 64GB	\$2,158.20	20%	\$1,726.56	\$1,673.10	40%	\$1,003.86	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.5 GHz Intel Xeon E5-2680v3 Twelve-Core - 128GB	\$2,262.60	20%	\$1,810.08	\$1,739.70	40%	\$1,043.82	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.5 GHz Intel Xeon E5-2680v3 Twelve-Core - 256GB	\$2,493.90	20%	\$1,995.12	\$1,890.90	40%	\$1,134.54	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.5 GHz Intel Xeon E5-2680v3 Twelve-Core - 384GB	\$2,725.20	20%	\$2,180.16	\$2,001.60	40%	\$1,200.96	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.5 GHz Intel Xeon E5-2680v3 Twelve-Core - 512GB	\$3,415.50	20%	\$2,732.40	\$2,394.90	40%	\$1,436.94	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.5 GHz Intel Xeon E5-2680v3 Twelve-Core - 768GB	\$4,243.50	20%	\$3,394.80	\$2,981.70	40%	\$1,789.02	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2695v3 Fourteen-Core - 64GB	\$2,715.30	20%	\$2,172.24	\$2,286.00	40%	\$1,371.60	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2695v3 Fourteen-Core - 128GB	\$2,819.70	20%	\$2,255.76	\$2,353.50	40%	\$1,412.10	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2695v3 Fourteen-Core - 256GB	\$3,051.00	20%	\$2,440.80	\$2,502.00	40%	\$1,501.20	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2695v3 Fourteen-Core - 384GB	\$3,282.30	20%	\$2,625.84	\$2,650.50	40%	\$1,590.30	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2695v3 Fourteen-Core - 512GB	\$3,972.60	20%	\$3,178.08	\$3,043.80	40%	\$1,826.28	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2695v3 Fourteen-Core - 768GB	\$4,800.60	20%	\$3,840.48	\$3,630.60	40%	\$2,178.36	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core - 64GB	\$3,271.50	20%	\$2,617.20	\$2,754.90	40%	\$1,652.94	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core - 128GB	\$3,375.90	20%	\$2,700.72	\$2,822.40	40%	\$1,693.44	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core - 256GB	\$3,607.20	20%	\$2,885.76	\$2,970.90	40%	\$1,782.54	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core - 384GB	\$3,838.50	20%	\$3,070.80	\$3,119.40	40%	\$1,871.64	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core - 512GB	\$4,528.80	20%	\$3,623.04	\$3,512.70	40%	\$2,107.62	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core - 768GB	\$5,356.80	20%	\$4,285.44	\$4,099.50	40%	\$2,459.70	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2699v3 Eighteen-Core - 64GB	\$3,863.70	20%	\$3,090.96	\$3,253.50	40%	\$1,952.10	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2699v3 Eighteen-Core - 128GB	\$3,968.10	20%	\$3,174.48	\$3,321.00	40%	\$1,992.60	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2699v3 Eighteen-Core - 256GB	\$4,199.40	20%	\$3,359.52	\$3,469.50	40%	\$2,081.70	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2699v3 Eighteen-Core - 384GB	\$4,430.70	20%	\$3,544.56	\$3,618.00	40%	\$2,170.80	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2699v3 Eighteen-Core - 512GB	\$5,121.00	20%	\$4,096.80	\$4,011.30	40%	\$2,406.78	\$ 500.00	50%	\$ 250.00
HP DL360 Gen9 - 2 x 2.3 GHz Intel Xeon E5-2699v3 Eighteen-Core - 768GB	\$5,949.00	20%	\$4,759.20	\$4,598.10	40%	\$2,758.86	\$ 500.00	50%	\$ 250.00
HP DL560 gen8 4 x 2.3 GHz Intel Xeon E5-4610v2 Eight-Core - 64 GB	\$2,754.00	20%	\$2,203.20	\$2,229.00	40%	\$1,337.40	\$ 500.00	50%	\$ 250.00
HP DL560 gen8 4 x 2.3 GHz Intel Xeon E5-4610v2 Eight-Core - 128 GB	\$2,828.00	20%	\$2,262.40	\$2,279.00	40%	\$1,367.40	\$ 500.00	50%	\$ 250.00
HP DL560 gen8 4 x 2.3 GHz Intel Xeon E5-4610v2 Eight-Core - 256 GB	\$2,971.00	20%	\$2,376.80	\$2,372.00	40%	\$1,423.20	\$ 500.00	50%	\$ 250.00
HP DL560 gen8 4 x 2.3 GHz Intel Xeon E5-4610v2 Eight-Core - 512 GB	\$3,461.00	20%	\$2,768.80	\$2,717.00	40%	\$1,630.20	\$ 500.00	50%	\$ 250.00
HP DL560 gen8 4 x 2.3 GHz Intel Xeon E5-4610v2 Eight-Core - 1 TB	\$5,186.00	20%	\$4,148.80	\$3,803.00	40%	\$2,281.80	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4620v3 Ten-Core - 64GB RAM	\$3,103.00	20%	\$2,482.40	\$2,499.00	40%	\$1,499.40	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4620v3 Ten-Core - 128GB RAM	\$3,223.00	20%	\$2,578.40	\$2,578.00	40%	\$1,546.80	\$ 500.00	50%	\$ 250.00

Configuration	24mo MRR	Discount - 24 Mo	Total - 24 Mo	36mo MRR	Discount - 36 Mo	Total - 36 Mo	NRC	NRC Discount	NRC Total
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4620v3 Ten-Core - 256GB RAM	\$3,457.00	20%	\$2,765.60	\$2,737.00	40%	\$1,642.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4620v3 Ten-Core - 384GB RAM	\$3,686.00	20%	\$2,948.80	\$2,896.00	40%	\$1,737.60	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4620v3 Ten-Core - 512GB RAM	\$3,846.00	20%	\$3,076.80	\$3,001.00	40%	\$1,800.60	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4620v3 Ten-Core - 768GB RAM	\$4,279.00	20%	\$3,423.20	\$3,290.00	40%	\$1,974.00	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4620v3 Ten-Core - 1TB RAM	\$4,699.00	20%	\$3,759.20	\$3,571.00	40%	\$2,142.60	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4650v3 Twelve-Core - 64GB RAM	\$4,142.00	20%	\$3,313.60	\$3,195.00	40%	\$1,917.00	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4650v3 Twelve-Core - 128GB RAM	\$4,263.00	20%	\$3,410.40	\$3,273.00	40%	\$1,963.80	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4650v3 Twelve-Core - 256GB RAM	\$4,497.00	20%	\$3,597.60	\$3,432.00	40%	\$2,059.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4650v3 Twelve-Core - 384GB RAM	\$4,727.00	20%	\$3,781.60	\$3,592.00	40%	\$2,155.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4650v3 Twelve-Core - 512GB RAM	\$4,855.00	20%	\$3,884.00	\$3,697.00	40%	\$2,218.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4650v3 Twelve-Core - 768GB RAM	\$5,312.00	20%	\$4,249.60	\$3,983.00	40%	\$2,389.80	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4650v3 Twelve-Core - 1TB RAM	\$5,736.00	20%	\$4,588.80	\$4,269.00	40%	\$2,561.40	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4660v3 Fourteen-Core - 64GB RAM	\$4,850.00	20%	\$3,880.00	\$3,674.00	40%	\$2,204.40	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4660v3 Fourteen-Core - 128GB RAM	\$4,968.00	20%	\$3,974.40	\$3,753.00	40%	\$2,251.80	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4660v3 Fourteen-Core - 256GB RAM	\$5,205.00	20%	\$4,164.00	\$3,913.00	40%	\$2,347.80	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4660v3 Fourteen-Core - 384GB RAM	\$5,440.00	20%	\$4,352.00	\$4,072.00	40%	\$2,443.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4660v3 Fourteen-Core - 512GB RAM	\$5,596.00	20%	\$4,476.80	\$4,175.00	40%	\$2,505.00	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4660v3 Fourteen-Core - 768GB RAM	\$6,022.00	20%	\$4,817.60	\$4,467.00	40%	\$2,680.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4660v3 Fourteen-Core - 1TB RAM	\$6,449.00	20%	\$5,159.20	\$4,745.00	40%	\$2,847.00	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4667v3 Sixteen-Core - 64GB RAM	\$5,354.00	20%	\$4,283.20	\$4,009.00	40%	\$2,405.40	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4667v3 Sixteen-Core - 128GB RAM	\$5,473.00	20%	\$4,378.40	\$4,088.00	40%	\$2,452.80	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4667v3 Sixteen-Core - 256GB RAM	\$5,708.00	20%	\$4,566.40	\$4,246.00	40%	\$2,547.60	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4667v3 Sixteen-Core - 384GB RAM	\$5,947.00	20%	\$4,757.60	\$4,407.00	40%	\$2,644.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4667v3 Sixteen-Core - 512GB RAM	\$6,099.00	20%	\$4,879.20	\$4,509.00	40%	\$2,705.40	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4667v3 Sixteen-Core - 768GB RAM	\$6,533.00	20%	\$5,226.40	\$4,801.00	40%	\$2,880.60	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.00 GHz Intel Xeon E5-4667v3 Sixteen-Core - 1TB RAM	\$6,949.00	20%	\$5,559.20	\$5,077.00	40%	\$3,046.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4669v3 Eighteen-Core - 64GB RAM	\$6,167.00	20%	\$4,933.60	\$4,558.00	40%	\$2,734.80	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4669v3 Eighteen-Core - 128GB RAM	\$6,285.00	20%	\$5,028.00	\$4,638.00	40%	\$2,782.80	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4669v3 Eighteen-Core - 256GB RAM	\$6,521.00	20%	\$5,216.80	\$4,797.00	40%	\$2,878.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4669v3 Eighteen-Core - 384GB RAM	\$6,757.00	20%	\$5,405.60	\$4,956.00	40%	\$2,973.60	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4669v3 Eighteen-Core - 512GB RAM	\$6,912.00	20%	\$5,529.60	\$5,056.00	40%	\$3,033.60	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4669v3 Eighteen-Core - 768GB RAM	\$7,345.00	20%	\$5,876.00	\$5,347.00	40%	\$3,208.20	\$ 500.00	50%	\$ 250.00
HP DL560 Gen9 - 4 X 2.10 GHz Intel Xeon E5-4669v3 Eighteen-Core - 1TB RAM	\$7,769.00	20%	\$6,215.20	\$5,630.00	40%	\$3,378.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 64GB RAM	\$3,867.00	20%	\$3,093.60	\$3,098.00	40%	\$1,858.80	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 128GB RAM	\$3,988.00	20%	\$3,190.40	\$3,180.00	40%	\$1,908.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 256GB RAM	\$4,225.00	20%	\$3,380.00	\$3,340.00	40%	\$2,004.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 384GB RAM	\$4,462.00	20%	\$3,569.60	\$3,500.00	40%	\$2,100.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 512GB RAM	\$4,683.00	20%	\$3,746.40	\$3,649.00	40%	\$2,189.40	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 768GB RAM	\$5,280.00	20%	\$4,224.00	\$4,050.00	40%	\$2,430.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 1TB RAM	\$5,871.00	20%	\$4,696.80	\$4,448.00	40%	\$2,668.80	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 1.5TB RAM	\$6,716.00	20%	\$5,372.80	\$5,009.00	40%	\$3,005.40	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.10 GHz Intel Xeon E7-4830v3 Twelve-Core - 2TB RAM	\$7,541.00	20%	\$6,032.80	\$5,552.00	40%	\$3,331.20	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 64GB RAM	\$4,309.00	20%	\$3,447.20	\$3,397.00	40%	\$2,038.20	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 128GB RAM	\$4,427.00	20%	\$3,541.60	\$3,477.00	40%	\$2,086.20	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 256GB RAM	\$4,664.00	20%	\$3,731.20	\$3,637.00	40%	\$2,182.20	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 384GB RAM	\$4,901.00	20%	\$3,920.80	\$3,797.00	40%	\$2,278.20	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 512GB RAM	\$5,123.00	20%	\$4,098.40	\$3,946.00	40%	\$2,367.60	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 768GB RAM	\$5,782.00	20%	\$4,625.60	\$4,388.00	40%	\$2,632.80	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 1TB RAM	\$6,311.00	20%	\$5,048.80	\$4,744.00	40%	\$2,846.40	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 1.5TB RAM	\$7,154.00	20%	\$5,723.20	\$5,305.00	40%	\$3,183.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-4850v3 Fourteen-Core - 2TB RAM	\$8,002.00	20%	\$6,401.60	\$5,872.00	40%	\$3,523.20	\$ 500.00	50%	\$ 250.00

Configuration	24mo MRR	Discount - 24 Mo	Total - 24 Mo	36mo MRR	Discount - 36 Mo	Total - 36 Mo	NRC	NRC Discount	NRC Total
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 64GB RAM	\$4,827.00	20%	\$3,861.60	\$3,746.00	40%	\$2,247.60	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 128GB RAM	\$4,945.00	20%	\$3,956.00	\$3,826.00	40%	\$2,295.60	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 256GB RAM	\$5,183.00	20%	\$4,146.40	\$3,985.00	40%	\$2,391.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 384GB RAM	\$5,502.00	20%	\$4,401.60	\$4,205.00	40%	\$2,523.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 512GB RAM	\$5,636.00	20%	\$4,508.80	\$4,293.00	40%	\$2,575.80	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 768GB RAM	\$6,299.00	20%	\$5,039.20	\$4,735.00	40%	\$2,841.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 1TB RAM	\$6,828.00	20%	\$5,462.40	\$5,091.00	40%	\$3,054.60	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 1.5TB RAM	\$7,673.00	20%	\$6,138.40	\$5,653.00	40%	\$3,391.80	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.20 GHz Intel Xeon E7-8860v3 Sixteen-Core - 2TB RAM	\$8,520.00	20%	\$6,816.00	\$6,218.00	40%	\$3,730.80	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 64GB RAM	\$5,519.00	20%	\$4,415.20	\$4,130.00	40%	\$2,478.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 128GB RAM	\$5,942.00	20%	\$4,753.60	\$4,498.00	40%	\$2,698.80	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 256GB RAM	\$6,179.00	20%	\$4,943.20	\$4,657.00	40%	\$2,794.20	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 384GB RAM	\$6,419.00	20%	\$5,135.20	\$4,816.00	40%	\$2,889.60	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 512GB RAM	\$6,571.00	20%	\$5,256.80	\$4,922.00	40%	\$2,953.20	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 768GB RAM	\$7,233.00	20%	\$5,786.40	\$5,367.00	40%	\$3,220.20	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 1TB RAM	\$7,762.00	20%	\$6,209.60	\$5,720.00	40%	\$3,432.00	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 1.5TB RAM	\$8,610.00	20%	\$6,888.00	\$6,283.00	40%	\$3,769.80	\$ 500.00	50%	\$ 250.00
HP DL580 Gen9 - 4 X 2.30 GHz Intel Xeon E7-8880v3 Eighteen-Core - 2TB RAM	\$9,455.00	20%	\$7,564.00	\$6,849.00	40%	\$4,109.40	\$ 500.00	50%	\$ 250.00

CenturyLink Pricing Exhibit 3

Microsoft® Office 365 from CenturyLink		Business		Enterprise		
		Business Essential (B1)	Business Premium (B2)	ProPlus	Enterprise (E1)	Enterprise Premium (E3)
Target	Price per user per month \$USD (with annual commitment)	\$5	\$12.50	\$12	\$8	\$20
	Seat Cap	300 (for each plan)		Unlimited		
	24/7 phone support from CenturyLink	Tier 1, Tier 2		Tier 1, Tier 2		
Standard	Install Office desktop applications on up to 5 computers per user (Office)		Business ¹	ProPlus ²		ProPlus ²
	Access to Office apps and documents from all major smartphones and iPad		●	●		●
	Office Online - online versions of core Office apps for collaborating on documents	●	●	●	●	●
	OneDrive for Business – 1TB personal online document storage	●	●	●	●	●
	Email - 50 GB email, contacts, shared calendars (Exchange)	●	●		●	●
	Online meetings - Web conferencing, IM, video, presence (Skype for Business)	●	●		●	●
	Sites - team collaboration & internal portals, public website (SharePoint)	●	●		●	●
Private social networking (Yammer)	●	●		●	●	
Advanced	On-premises Active Directory synchronization for single sign on	●	●	●	●	●
	Supports hybrid deployment with on-premises servers			●	●	●
	Upcoming services: Oslo, Video content management				●	●
	Legal compliance & archiving needs for email – archiving, eDiscovery, mailbox hold					●
	Information protection – message encryption, rights management, data loss prevention					●

1. Includes Word, Excel, PowerPoint, Outlook, OneNote, Publisher

2. Adds Access, InfoPath, Group Policy, Telemetry, Shared Computer Activation (RDS), Push Deployment, Update Controls, IRM, DLP, BI, Voicemail, Site Mailboxes, Archiving & Retention

CenturyLink Pricing Exhibit 4

IQ SIP and Hosted VoIP A la carte Seat and Feature Rates

High Level Seat Definitions (additional details can be provided by sales representative):

Basic – intended for low use, typically a common area phone, limited features, no call forwarding or voicemail

Standard – contains most business class features needed including voicemail

Premium – contains the standard seat features, plus Outlook and IE toolbars integration, enablement of the add-on feature (for an additional MRC)-Anywhere

Conference Room – same profile as the Premium seat, but paired with an enterprise grade conference room speaker phone

Receptionist – same profile as Premium, with a phone that supports up to three expansion modules/sidecars for added line appearances

Admin – same profile as Premium, with support of up to one expansion module/side car

Virtual – same profile as Premium, but sold with no phone. Cannot be offered as the only seat on the enterprise, as the portal prevents a phone MACID to be associated with it. It's a seat intended for the secondary line on an ATA, or line appearance on an existing phone set up in the portal.

Analog – same profile as Premium, designed for analog termination (cordless phones, over head paging, TTY, POS, etc.). The Cisco SPA ATA 122 has two analog (FXS) ports. The Cisco SPA 3102 has an FXO ports intended services like over head paging. The second port can be enabled with the sale of a Virtual Seat. The Adtran 908 has 8 analog ports, 916 =16 ports, and 924 = 24 ports. Each line after the first you offer a Virtual seats up to the capacity of the ATA. The ATA does not have the enhanced feature set for IQ Networking termination. The Adtran 908-924 come with a termination cable to directly be wired to the demarc of your customers inside wiring.

Voicemail Only – a standalone voicemail box with telephone number.

Contact Center Basic Group - Only End Users with a Contact Center Basic Seat or Contact Center Standard Seat can be added to a Contact Center Basic Group. A Contact Center Basic Group does not include Supervisor Seat functionality, End User login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a Contact Center Basic Group.

Contact Center Standard Group -Only End Users with a Contact Center Standard Seat or a Contact Center Supervisor Seat can be added to a Contact Center Standard Group. A Contact Center Standard Group includes End User log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a Contact Center Standard Group.

Contact Center Basic Seat – A Contact Center Basic Seat allows End Users to be assigned to a Contact Center Basic Group. Contact Center Basic Seat Seats include the same features as a Premium Seat. There are no login or logout capabilities.

Contact Center Standard Seat - A Contact Center Standard Seat allows End Users to be assigned to a Contact Center Standard Group. Contact Center Standard Seat Seats include the same features as a Premium Seat. End Users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.

Contact Center Supervisor Seat - A Contact Center Supervisor Seat allows End Users to be assigned to a Contact Center Standard Group. Contact Center Supervisor Seat seats include the same features as a Premium Seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue, and monitor calls via the included web client. Contact Center Supervisor Seats can also monitor Contact Center Standard Groups and Contact Center Standard Seats.

Spare Device - A spare device is a spare IP Device intended as a secondary IP Device that Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails. The current contract prohibits the use of a Spare Device as a secondary line, for example the same number programmed on

your office phone as your home phone. The maximum number of Spare Devices in a design is 20%, rounding up to one.

NOTE: The rates below are the base rates per seat type WITHOUT adding any upgraded MRC for a different phone type.

CRITICAL READ: If a phone is selected other than one of the default values (in parenthesis below or "\$0.00" in the table below, that value is added to the seat MRC. If you elect to mix and match phone types under the same seat (i.e. – 6 Basic IP335 and 4 Basic IP650's), the order entry person will apply the higher of the ones selected on your order. Customer will get billed the value of 10 Basic seats based on the above table, with the value of \$8.00 more per seat/per month. It is strongly advised NOT to mix and match under the same seat type.

Hosted VoIP Rates and Feature Options

1 - 50 Seats	Basic Seat (IP 335, VVX 300/310 & SPA 122/232D)			Standard Seat (IP 335, VVX 300/310 & SPA 122/232D)	
	<u>Term</u>	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
	2-yr.	\$29.00	\$25.00	\$32.00	\$28.00
	3-yr.	\$24.00	\$20.00	\$28.00	\$24.00
	5-yr.	\$21.00	\$17.00	\$26.00	\$22.00
51 - 150 Seats	Basic Seat (IP 335, VVX 300/310 & SPA 122/232D)			Standard Seat (IP 335, VVX 300/310 & SPA 122/232D)	
	<u>Term</u>	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
	2-yr.	\$27.00	\$23.00	\$30.00	\$26.00
	3-yr.	\$22.00	\$18.00	\$26.00	\$22.00
	5-yr.	\$19.00	\$15.00	\$24.00	\$20.00
151+ Seats	Basic Seat (IP 335, VVX 300/310 & SPA 122/232D)			Standard Seat (IP 335, VVX 300/310 & SPA 122/232D)	
	<u>Term</u>	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
	2-yr.	\$25.00	\$21.00	\$28.00	\$24.00
	3-yr.	\$20.00	\$16.00	\$24.00	\$20.00
	5-yr.	\$17.00	\$13.00	\$22.00	\$18.00
1 - 50 Seats	Premium Seat (IP 335, VVX 300/310 & SPA 122/232D)			Admin Seat VVX 300 + 1 Sidecar	
	<u>Term</u>	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
	2-yr.	\$34.00	\$30.00	\$54.00	\$46.00
	3-yr.	\$30.00	\$26.00	\$41.00	\$37.00
	5-yr.	\$28.00	\$24.00	\$35.00	\$31.00

51 - 150 Seats

**Premium Seat
(IP 335, VVX 300/310 & SPA 122/232D)**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$32.00	\$28.00
3-yr.	\$28.00	\$24.00
5-yr.	\$26.00	\$22.00

**Admin Seat
VVX 300 + 1 Sidecar**

<u>List</u>	<u>Disc. 2</u>
\$52.00	\$44.00
\$39.00	\$35.00
\$33.00	\$29.00

151+ Seats

**Premium Seat
(IP 335, VVX 300/310 & SPA 122/232D)**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$30.00	\$26.00
3-yr.	\$26.00	\$22.00
5-yr.	\$24.00	\$20.00

**Admin Seat
VVX 300 + 1 Sidecar**

<u>List</u>	<u>Disc. 2</u>
\$50.00	\$42.00
\$37.00	\$33.00
\$31.00	\$27.00

1 - 50 Seats

**Receptionist Seat
VVX 300 + 1-2 Sidecars**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$67.00	\$59.00
3-yr.	\$50.00	\$46.00
5-yr.	\$42.00	\$38.00

**Conference Room Seat
IP 5000**

<u>List</u>	<u>Disc. 2</u>
\$54.00	\$46.00
\$40.00	\$36.00
\$32.00	\$28.00

51 - 150 Seats

**Receptionist Seat
VVX 300 + 1-2 Sidecars**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$65.00	\$57.00
3-yr.	\$48.00	\$44.00
5-yr.	\$40.00	\$36.00

**Conference Room Seat
IP 5000**

<u>List</u>	<u>Disc. 2</u>
\$52.00	\$44.00
\$38.00	\$34.00
\$30.00	\$26.00

151+ Seats

**Receptionist Seat
VVX 300 + 1-2 Sidecars**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$63.00	\$55.00
3-yr.	\$46.00	\$42.00
5-yr.	\$38.00	\$34.00

**Conference Room Seat
IP 5000**

<u>List</u>	<u>Disc. 2</u>
\$50.00	\$42.00
\$36.00	\$32.00
\$28.00	\$24.00

1 - 50 Seats

<u>Term</u>	Virtual Seat No Phone		Analog Seat Cisco SPA 122/232D	
	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$15.00	\$13.00	\$26.00	\$46.00
3-yr.	\$14.00	\$12.00	\$23.00	\$36.00
5-yr.	\$13.00	\$11.00	\$21.00	\$28.00

51 - 150 Seats

<u>Term</u>	Virtual Seat No Phone		Analog Seat Cisco SPA 122/232D	
	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$14.00	\$12.00	\$24.00	\$44.00
3-yr.	\$13.00	\$11.00	\$21.00	\$34.00
5-yr.	\$12.00	\$10.00	\$19.00	\$26.00

151+ Seats

<u>Term</u>	Virtual Seat No Phone		Analog Seat Cisco SPA 122/232D	
	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$13.00	\$11.00	\$22.00	\$42.00
3-yr.	\$12.00	\$10.00	\$19.00	\$32.00
5-yr.	\$11.00	\$9.00	\$17.00	\$24.00

1 - 50 Seats

<u>Term</u>	Contact Center - Basic Seat IP 335, VVX 300/310 & SPA 122/232D		Contact Center - Standard Seat IP 335, VVX 300/310 & SPA 122/232D	
	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$37.00	\$33.00	\$44.00	\$40.00
3-yr.	\$32.00	\$28.00	\$39.00	\$35.00
5-yr.	\$30.00	\$26.00	\$37.00	\$33.00

51 - 150 Seats

<u>Term</u>	Contact Center - Basic Seat IP 335, VVX 300/310 & SPA 122/232D		Contact Center - Standard Seat IP 335, VVX 300/310 & SPA 122/232D	
	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$35.00	\$31.00	\$42.00	\$38.00
3-yr.	\$30.00	\$26.00	\$37.00	\$33.00
5-yr.	\$28.00	\$24.00	\$35.00	\$31.00

151+ Seats

**Contact Center - Basic Seat
IP 335, VVX 300/310 & SPA 122/232D**

**Contact Center - Standard Seat
IP 335, VVX 300/310 & SPA 122/232D**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$33.00	\$29.00	\$40.00	\$36.00
3-yr.	\$28.00	\$24.00	\$35.00	\$31.00
5-yr.	\$26.00	\$22.00	\$33.00	\$29.00

1 - 50 Seats

**Contact Center - Supervisor Seat
IP 335, VVX 300/310 & SPA 122/232D**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$54.00	\$50.00
3-yr.	\$49.00	\$45.00
5-yr.	\$47.00	\$43.00

51 - 150 Seats

**Contact Center - Supervisor Seat
IP 335, VVX 300/310 & SPA 122/232D**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$52.00	\$48.00
3-yr.	\$47.00	\$43.00
5-yr.	\$45.00	\$41.00

151+ Seats

**Contact Center - Supervisor Seat
IP 335, VVX 300/310 & SPA 122/232D**

<u>Term</u>	<u>List</u>	<u>Disc. 2</u>
2-yr.	\$50.00	\$46.00
3-yr.	\$45.00	\$41.00
5-yr.	\$43.00	\$39.00

Price Based on Term

Spare Devices

	2-yr.	3-yr.	5-yr.
POLYCOM 335	\$6.00	\$5.00	\$4.00
POLYCOM 450	\$9.00	\$7.00	\$6.00
POLYCOM 550	\$10.00	\$8.00	\$7.00
POLYCOM 560	\$12.00	\$9.00	\$8.00

POLYCOM 650	\$12.00	\$9.00	\$8.00
POLYCOM 650 WITH 1 EXP MOD	\$22.00	\$17.00	\$15.00
POLYCOM 650 WITH 2 EXP MOD	\$32.00	\$25.00	\$22.00
POLYCOM 650 WITH 3 EXP MOD	\$42.00	\$33.00	\$29.00
POLYCOM 670	\$16.00	\$12.00	\$10.00
POLYCOM 670 WITH 1 EXP MOD	\$26.00	\$20.00	\$17.00
POLYCOM 670 WITH 2 EXP MOD	\$36.00	\$28.00	\$24.00
POLYCOM 670 WITH 3 EXP MOD	\$46.00	\$36.00	\$31.00
POLYCOM 5000	\$14.00	\$11.00	\$9.00
POLYCOM 6000	\$23.00	\$19.00	\$16.00
POLYCOM 7000	\$34.00	\$27.00	\$23.00
POLYCOM VVX 300	\$6.00	\$5.00	\$4.00
POLYCOM VVX 300 WITH 1 EXP MOD	\$13.00	\$11.00	\$9.00
POLYCOM VVX 300 WITH 2 EXP MOD	\$20.00	\$17.00	\$14.00
POLYCOM VVX 310	\$6.00	\$5.00	\$4.00
POLYCOM VVX 310 WITH 1 EXP MOD	\$13.00	\$11.00	\$9.00
POLYCOM VVX 310 WITH 2 EXP MOD	\$20.00	\$17.00	\$14.00
POLYCOM VVX 400	\$7.00	\$6.00	\$5.00
POLYCOM VVX 400 WITH 1 EXP MOD	\$14.00	\$12.00	\$10.00
POLYCOM VVX 400 WITH 2 EXP MOD	\$21.00	\$18.00	\$15.00
POLYCOM VVX 410	\$9.00	\$7.00	\$6.00
POLYCOM VVX 410 WITH 1 EXP MOD	\$16.00	\$13.00	\$11.00
POLYCOM VVX 410 WITH 2 EXP MOD	\$23.00	\$19.00	\$16.00
POLYCOM VVX 500	\$11.00	\$9.00	\$8.00
POLYCOM VVX 500 WITH CAMERA	\$17.00	\$14.00	\$12.00
POLYCOM VVX 500 WITH 1 EXP MOD	\$18.00	\$15.00	\$13.00
POLYCOM VVX 500 WITH 1 EXP MOD + CAMERA	\$24.00	\$20.00	\$17.00
POLYCOM VVX 500 WITH 2 EXP MOD	\$25.00	\$21.00	\$18.00
POLYCOM VVX 500 WITH 2 EXP MOD + CAMERA	\$31.00	\$26.00	\$22.00
POLYCOM VVX 600	\$14.00	\$11.00	\$9.00
POLYCOM VVX 600 WITH CAMERA	\$20.00	\$16.00	\$13.00
POLYCOM VVX 600 WITH 1 EXP MOD	\$21.00	\$17.00	\$14.00
POLYCOM VVX 600 WITH 1 EXP MOD + CAMERA	\$27.00	\$22.00	\$18.00
POLYCOM VVX 600 WITH 2 EXP MOD	\$28.00	\$23.00	\$19.00
POLYCOM VVX 600 WITH 2 EXP MOD + CAMERA	\$34.00	\$28.00	\$23.00
POLYCOM VVX 1500	\$30.00	\$22.00	\$19.00
CISCO 122 ATA	\$4.00	\$3.00	\$2.00
CISCO SPA 232D	\$4.00	\$3.00	\$2.00

Incremental Handset MRC Values (values added to base rates noted above)

CRITICAL READ: If you select a phone other than one of the default values (in parenthesis above or \$0.00 in the table below, that value is added to the seat MRC. If you elect to mix and match phone types under the same seat (i.e. – 6 Basic IP335 and 4 Basic IP650's), the order entry person will apply the

higher of the ones selected on your order. Customer will get billed the value of 10 Basic seats based on the above table, with the value of \$8.00 more per seat/per month. The “NO CPE (BYOD)” option allows customers to bring an approved certified SIP end point. It MU**IS**T be one of the standard Polycom phones (NO ATA Support). You **MU**ST validate the phone manufacture date with CenturyLink sales rep. Further details are provided upon ordering.

Hosted VoIP Upgrade Options

2-yr./3-yr./5-yr. Term Phone Upgrade Options										
Phone Upgrade Options	Basic	Standard	Premium	Admin	Receptionist	Conf. Room	Analog	Contact Cntr - Basic	Contact Cntr - Std	Contact Cntr - Supv.
NO CPE	(\$3.00)	(\$4.00)	(\$4.00)	(\$6.00)	(\$7.00)	(\$6.00)	(\$3.00)	(\$4.00)	(\$4.00)	(\$4.00)
IP 335	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00
IP 450	\$5.00	\$3.00	\$3.00					\$3.00	\$3.00	\$3.00
IP 550	\$6.00	\$4.00	\$4.00					\$4.00	\$4.00	\$4.00
IP 560	\$8.00	\$6.00	\$6.00					\$6.00	\$6.00	\$6.00
IP 650	\$8.00	\$6.00	\$6.00					\$6.00	\$6.00	\$6.00
IP 650 w/ 1 Sidecar				\$8.00						
IP 650 w/ 2-3 Sidecars					\$17.00					
IP 670	\$13.00	\$11.00	\$11.00					\$11.00	\$11.00	\$11.00
IP 670 w/ 1 Sidecar				\$13.00	\$13.00					
IP 670 w/ 2-3 Sidecars					\$25.00					
IP 5000						\$0.00				
IP 6000						\$13.00				
IP 7000						\$26.00				
VVX 300	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00
VVX 300 w/ 1 Sidecar				\$0.00	\$0.00					
VVX 300 w/ 2 Sidecars					\$0.00					
VVX 310	\$0.00	\$0.00	\$0.00					\$0.00	\$0.00	\$0.00
VVX 310 w/ 1 Sidecar				\$0.00	\$0.00					
VVX 310 w/ 2 Sidecars					\$0.00					
VVX 400	\$3.00	\$1.00	\$1.00					\$1.00	\$1.00	\$1.00
VVX 400 w/ 1 Sidecar				\$3.00	\$3.00					
VVX 400 w/ 2 Sidecars					\$5.00					
VVX 410	\$5.00	\$3.00	\$3.00					\$3.00	\$3.00	\$3.00
VVX 410 w/ 1 Sidecar				\$5.00	\$5.00					
VVX 410 w/ 2 Sidecars					\$7.00					
VVX 500	\$7.00	\$5.00	\$5.00					\$5.00	\$5.00	\$5.00
VVX 500 w/ Camera	\$12.00	\$10.00	\$10.00					\$10.00	\$10.00	\$10.00
VVX 500 w/ 1 Sidecar				\$7.00	\$7.00					
VVX 500 w/ 1 Sidecar + Camera				\$12.00	\$12.00					
VVX 500 w/ 2 Sidecars					\$9.00					
VVX 500 w/ 2 Sidecars + Camera					\$14.00					
VVX 600	\$10.00	\$8.00	\$8.00					\$8.00	\$8.00	\$8.00
VVX 600 w/ Camera	\$15.00	\$13.00	\$13.00					\$13.00	\$13.00	\$13.00
VVX 600 w/ 1 Sidecar				\$10.00	\$10.00					
VVX 600 w/ 1 Sidecar + Camera				\$15.00	\$15.00					
VVX 600 w/ 2 Sidecars					\$12.00					
VVX 600 w/ 2 Sidecars + Camera					\$17.00					
VVX 1500	\$28.00	\$26.00	\$26.00					\$26.00	\$26.00	\$26.00
SPA 122	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00
SPA 232D	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00
SPA 3102	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00
Adtran 908							\$90.00			
Adtran 916							\$134.00			
Adtran 924							\$154.00			

CPE One-time Buy Options (Order placed by TPC, noted on CERA)	MRC	One Time
USB Camera for VVX 500 and 600 (Part# 2200-46200-025)	\$0.00	\$129.00
5 pack wall mount VVX 3XX, 4XX, 500, 600 (Part# 2200-44514-001)	\$0.00	\$40.00
Single wall mount kit for IP 450 (Part # 2200-11611-002)	\$0.00	\$20.00
Single wall mount kit for IP 550 560 650 & 670 (Part# 2200-12611-001)	\$0.00	\$20.00

Hosted VoIP A La carte feature & NRC rates

Component	MRC	One Time
Installation NRC: Per Seat (2-yr.) ¹	N/A	\$49.00
Installation NRC: Per Seat (3-yr.) 1	N/A	\$29.00
Installation NRC: Per Seat (5-yr.) 1	N/A	\$0.00
Hunt Groups (per Hunt Group) 1	\$4.95	\$10.00
Voice Mail for Group Features (per Hunt Group)	\$5.95	N/A
Auto Attendant (per Auto Attendant)	\$14.95	\$10.00
Anywhere TNs (per TN)	\$21.95	\$10.00
Receptionist Web Console (per console)	\$49.00	N/A
Business Communicator (Soft Phone for PC with Windows or MAC, iOS or Android tablets or mobile devices) (per seat) – Voice and Video Calling only	\$2.95	N/A
Business Communicator (Soft Phone for PC with Windows or MAC, iOS or Android tablets or mobile devices) (per seat) – Collaboration	\$5.95	N/A
IP Failover Standard (per IQ Data Port)	\$9.95	N/A
Voicemail Only Seat (per Voice Mail Only Seat) 911 calls cannot be made from a voice mail only seat.	\$5.95	N/A
Voicemail Transcription (per seat)	\$2.95	N/A
Available TNs (new and ported) (per Available TN) ² An available TN is an unallocated TN Customer retains in a pool for later use.	\$0.25	N/A
Basic business white page listing (MRC per listing) ³	\$1.95	N/A
Directory Assistance (per call)	\$1.99	N/A
International Off-Net Calls (per minute) See the Hosted VoIP International Off-Net Call Price List at www.centurylink.com/smallbusiness/products/voip/contracts/voip_ild.xls		
Extended Wiring NRC (per circuit) (if provided by CenturyLink) ⁴ N/A	N/A	\$276 per circuit
PAC/VPAC (per product account) ⁵ N/A	N/A	\$15.00

¹ The installation charge does not apply to Voice Mail Only nor Virtual Seats.

2 The Available TN MRC applies to any TNs over the initial TNs included with the HV seats.

3 Customer will be charged \$1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for Qwest Corporation, d/b/a CenturyLink QC In-Region/in-franchise locations only. "In-Region" means CenturyLink QC's 14-state local service territory.

4 CenturyLink will automatically include Extended Wiring on all new installation orders at the charge appearing in the pricing table. The charge applies to each circuit requiring Extended Wiring. (For example, if Customer orders a 2XDS1 circuit, the Extended Wiring charge will be 2 x \$276, or \$552.) CenturyLink will determine whether Extended Wiring is required at Customer premises at the time of installation. If not required, a supplemental order will be placed to remove this charge. If the Extended Wiring NRC was billed to Customer when no Extended Wiring was required, Customer will be entitled to a credit for the Extended Wiring NRC actually charged.

5 Per product account means per CenturyLink IQ Networking port or primary host location.

Hosted VoIP A la carte Long Distance and In-Bound 8XX Rates

Hosted VoIP Service Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing ("LD/TF Pricing") (Promo Code: EZRATE HVOFF).

CenturyLink will waive per minute charges for minutes of usage for domestic outbound LD Off-Net Calls each month per product account. Additionally, if Customer purchases domestic inbound 8XX Service from CenturyLink for use with the Service product account, the charges for those domestic inbound 8XX minutes of use will be included in the waiver. "MOU" as used herein means minutes of use. For domestic outbound long distance Off-Net and domestic inbound 8XX MOUs that exceed the applicable

Tier MOU per month limit, MOUs will bill to the Customer each month at the per minute rate shown in the table. If Customer does not use the entire waived MOU in a given month, the unused minutes may not be carried over to the following month. International Off-Net Calls and international inbound 8XX calls are not eligible for LD/TF Pricing. CenturyLink reserves the right to modify or eliminate the LD/TF

Pricing for Service after the Initial Term is completed. Additional per minute charges apply to each Off-Net Call leg of a conference call. LD/8xx is hard coded in our network and cannot be "PIC" to another carrier. Other promotions and plans cannot be applied without Pricing and Offer Management involvement and special pricing.

Tier	Number of Seats under Product Account	MOU Waived/Month For That Product Account (total of both domestic outbound LD Off-Net and domestic inbound 8XX)	Domestic Off-Net LD and Domestic Inbound 8XX Per Minute Rate for Additional Minutes of Use
1	1-20 Seats	3,000	\$0.03
2	21-35 Seats	5,000	\$0.03
3	36-50 Seats	7,000	\$0.03
4	51+ Seats	10,000	\$0.03

Hosted VoIP Service Upgrade/MACD/On-Site Seat Installation Pricing. The following charges apply to upgrades, moves, adds, changes and on-site HV seat installation. See the Service Upgrades/MACD section of the Hosted VoIP Service-specific provisions in the DT&C, or Hosted VoIP Service Exhibit to the Agreement, as applicable, for details.

<u>Promo Code</u>	<u>Upgrade/MACD Options/On-Site Seat Install</u>	<u>Upgrade/MACD NRC 5</u>
iQHVRMTEMAC	Non-Premise Dispatched – Remote Configuration Support – (i.e. – Changes to the switch configuration to support seat and telephone number adds/changes/deletions) and other configuration work, such as support for Customer moves – billable per hour	\$100.00 per hour
N/A	On-site installation of seats if Customer requests CenturyLink technician install seats when seats are subsequently added at a Customer location	\$59.00 per seat

Polycom “Go2Polycom Trade-in Program” (VVX phone/USB Camera offer)

- Up to \$25 per end point
- Program and funds managed by a Polycom vendor
- Sales must process claim form

Polycom “Buy Back Program”

- Obtain a trade-in quote for your end of life phones, PBX, video and collaboration equipment, routers, switches, servers, etc
- Instead of recycling or spending your valuable time trying to sell gear directly
- Program and funds managed by a Polycom vendor
- Sales must process intake form to get a quote

Bring your own Device (Polycom Phones only) Guidelines:

- Sales must refer to SOW, and then see the “BYOD Phone” tab for guidelines.

Guidelines/Recommendation for A la carte pricing:

1. IQ Networking with QoS is HIGHLY RECOMMENDED to ensure proper call quality and 9-1-1 call delivery. This is to avoid voice and data packets from colliding. You are now allowed to offer ELA with COS Low. Be aware that if there are service quality issues the only solve is to upgrade to ELA with COS Medium or High.
2. Existing CenturyLink Access may be used with Hosted VoIP service and a MACD applied on top of that circuit, as long as it has QoS, or QoS can be applied to the circuit. The DAP approval process will review options.
3. New L-CTL circuits set up for Hosted VoIP cannot be used. Only existing multi-year contracts that cannot be migrated to IQ, when approved can be used. IQ Networking circuits are strongly encouraged.
4. No Frame or ATM based circuits.

5. Delta Port service with OoS is available at a remote location. Same Delta port rules apply to that service.
6. DSL/Cable or competitive access is an option at a remote location with a host being IQ or L-C access. Lead with Delta ports before exploring this option.
7. Contract amendment is required to remove SLA's at remote location.
8. The IQ service must have an approved router on the tested/approved list. See the Hosted VoIP Technical Feature description or CPE documents on the Hosted VoIP BMI pages for details
9. This list can be modified or added to.
10. Network Managed Services (NMS) is offered on the Managed Office program and not Hosted VoIP.
11. Bring your own IP Phones is only supported when the customer has an approved IP handset.
 - This option is strongly discouraged as there is no discount to the seat rates. Note the phone must be manufactured after 2009, and vendor maintenance is highly recommended.
12. Seats come with IP phones by default and no price reduction if offered without.
13. Bring your own soft phone/PC tablet, smart phones if supported.
14. Customers may bring their own switch as long as it's enterprise grade and can support QoS. Requirements are posted on the BMI and the customer contract.
15. CPE maintenance is required. We highly recommend the 7x24x4hr level of support.
16. Existing L-C MPLS is billed in Ensemble and Hosted VoIP is billed in LATIS.

Typical scenario for A la carte pricing:

1. Existing IQ Networking with QoS, with an approved router. Customer provides the switch.
2. Purchase new IQ Networking service with QoS, and rent/purchase an approved router.
3. Existing L-C MPLS service, QoS applied on MACD order and adding Hosted VoIP service with a MACD.

IQ SIP Trunk Pricing Attachment (From Service Exhibit)

1. CenturyLink IQ SIP Trunk Initial Service Ordered and Pricing:

1.1 CenturyLink IQ SIP Trunk Initial Locations and Seat Quantities (Applicable to SIP Trunk Only).

SIP TRUNK – 60 MONTH INITIAL TERM	
Service Location	Service Details per Location
TBD	XX – SIP Trunk Standard Seats XX – Contact Center Basic Seats XX – SIP Trunk Premium Seats XX – Contact Center Standard Seats XX – SIP Trunk Mobility Seats XX – Contact Center Supervisor Seats XX – Virtual Seats

1.2 CenturyLink IQ SIP Trunk – Session and Seat Pricing for Initial Locations (Applicable to SIP Trunk Only). The following charges will apply for SIP Trunk Sessions and seats initially ordered and for SIP Trunk Sessions and seats added to the above locations during the Initial Term, and are based on the Initial Term length, and the total number of Sessions and seats across all locations. See also Voice Mail Only seat pricing on the SIP Trunk Rate Sheet.

Session Type	Net Rate Session MRC (per Session)	Net Rate Session NRC (per Session)
SIP Trunk Standard Session	\$10.00	\$0.0
SIP Trunk Enterprise Session	\$12.00	\$0.0

Seat Type	Net Rate MRC	Seat NRC
Standard Seats	\$.17	\$0.0
Premium Seats	\$2.50	\$0.0
Mobility Seats	\$2.00	\$0.0

1.3 CTAC Customer Support. The following charges apply for CTAC Customer Support. Charges are not prorated. Service is subject to availability.

CTAC Customer Support		Monday through Friday 8:00 AM – 6:00 PM, Local Time	Monday through Friday 6:00 PM – 8:00 AM, Local Time	Saturdays	Sundays and Holidays
Install	First hour (minimum charge)	\$175.00	\$262.50	\$262.50	\$350.00
	Each 30 minute increment after first hour	\$87.50	\$131.25	\$131.25	\$175.00
Repair	First hour (minimum charge)	\$250.00	\$375.00	\$375.00	\$500.00
	Each 30 minute increment after first hour	\$125.00	\$187.50	\$187.50	\$250.00

1.4 CenturyLink IQ SIP Trunk Additional Charges. Please see additional charges for SIP Trunk, the terms and pricing for the LD/TF Offer, and Upgrade/MACD charges on the SIP Trunk Rate Sheet at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>.

1.5 CenturyLink IQ SIP Trunk Optional Features (Applicable to SIP Trunk Only) (This feature is not yet available).

Optional Features	MRC	NRC
Dedicated VoIP Interconnect (per Enterprise) ¹	\$5,000.00	\$5,000.00

¹ Per Enterprise means per CenturyLink IQ Networking port or primary host location.

Pricing Exhibit 5

CenturyLink Professional Services

Rate Card Analysis for Design & Transition Roles

	Discount	20%
Design & Transition Roles	Hourly List Rates	Dicounted Price
Engagement Director	\$310.00	\$248.00
Engagement Manager	\$225.00	\$180.00
Security Architect	\$225.00	\$180.00
Security Engineer	\$200.00	\$160.00
Offshore Security Engineer	\$45.00	\$36.00
Migration Engineer - Applications	\$185.00	\$148.00
Migration Engineer - Linux	\$185.00	\$148.00
Migration Engineer - Windows	\$185.00	\$148.00
Offshore Migration Engineer - App	\$45.00	\$36.00
Offshore Migration Engineer - Lin	\$45.00	\$36.00
Offshore Migration Engineer - Win	\$45.00	\$36.00
Solution Architect	\$250.00	\$200.00
Storage Architect	\$215.00	\$172.00
Network Architect	\$215.00	\$172.00
Application Architect	\$215.00	\$172.00
BCDR Architect	\$215.00	\$172.00
Compute Architect	\$250.00	\$200.00
Tools Engineer	\$185.00	\$148.00
Colocation Architect	\$215.00	\$172.00
Database Architect	\$215.00	\$172.00
Database Engineer - MSSQL	\$175.00	\$140.00
Database Engineer - MySQL	\$175.00	\$140.00
Database Engineer - Oracle	\$175.00	\$140.00
Cloud Architect	\$215.00	\$172.00

Rate Card Analysis for Operations / Service Management Roles		
	Discount	20%
	Hourly List Rates	Dicounted Price
Operations Roles / Service Management		
Operations Unix	\$165.00	\$132.00
Operations Windows	\$150.00	\$120.00
Operations Unix - Custom	\$165.00	\$132.00
Operations Windows – Custom	\$150.00	\$120.00
Operations Exchange / Lync	\$175.00	\$140.00
Operations DBA Oracle Architect	\$195.00	\$156.00
Operations DBA Oracle Engineer	\$175.00	\$140.00
Operations DBA MSSQL Architect	\$195.00	\$156.00
Operations DBA MSSQL Engineer	\$175.00	\$140.00
Operations DBA MySQL Architect	\$175.00	\$140.00
Operations DBA MySQL Engineer	\$175.00	\$140.00
Operations Network Architect	\$195.00	\$156.00
Operations Network Engineer	\$175.00	\$140.00
Operations Storage Architect	\$195.00	\$156.00
Operations Storage Engineer	\$175.00	\$140.00
Operations Application	\$175.00	\$140.00
Operations Application - Citrix	\$175.00	\$140.00
TOM	\$175.00	\$140.00
Adaptive - US	\$100.00	\$80.00
Adaptive - SG	\$75.00	\$60.00
Adaptive - Shared	\$100.00	\$80.00
CSP	\$175.00	\$140.00
CTA	\$175.00	\$140.00
SAM Architect	\$200.00	\$160.00
SAM Engineer	\$185.00	\$148.00
Cloud Service Engineer	\$195.00	\$156.00

The State of Utah

Division of Purchasing in conjunction with

NASPO Value Point

Cloud Solutions

Utah Solicitation Number CH16012

March 10, 2016

Respectfully submitted by:

Kevin Lopez

Senior Government Account Manager

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Salt Lake City, Utah 84111

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Legal Notice

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC (“CenturyLink”) provides interstate services according to Qwest’s Rate and Service Schedule or intrastate services according to the applicable CenturyLink Tariff, service offering, CenturyLink ISS or other similar document in the subject state. CenturyLink also provides unregulated, internet-based services such as VOIP, iQ Networking™, Private Routed Network, Managed Firewall and Security – Virtual Private Networking (MFW-VPN), and Hosting Services.

CenturyLink thanks the State of Utah for the opportunity to respond to this RFP and is confident we will be able to negotiate an agreement containing terms and conditions that are mutually acceptable to both parties based upon the attached submission. The response is not intended to create a binding contractual commitment between the parties. CenturyLink has attached a redlined version of the NASPO ValuePoint Master Agreement Terms and Conditions and service level agreements for review and discussion and has included terms of its offer within its response.

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Mandatory Minimum Requirements

If applicable to an Offerors offering, an Offeror must provide a point by point responses to each mandatory minimum requirement. If a mandatory minimum requirement is not applicable to an Offeror's offering then the Offeror must explain why the mandatory minimum requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

5.1 (M) Signature Page (attachment)

*Proposals must be submitted with a vendor information form, located on Bidsync as an attachment to the RFP, which must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK OR AN ELECTRONIC SIGNATURE**, and be returned with the Offeror's proposal.*

CenturyLink's Signature Page was attached as a separate document to this proposal using Bidsync.

5.2 (M) Cover Letter (attachment)

Proposals must include a cover letter on official letterhead of the Offeror. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.2.1 *A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.*

5.2.2 *A statement naming the firms and/or staff responsible for writing the proposal.*

5.2.3 *A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.*

5.2.4 *A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.*

5.2.5 *A statement identifying the service model(s) (SaaS, IaaS, and/or PaaS) and deployment model(s) that it is capable of providing under the terms of the RFP. See **Attachment C** for a determination of each service model subcategory. The services models, deployment models and risk categories can be found in the Scope of Services, **Attachment D**. Note: Multiple service and/or deployment model selection is permitted, and at least one service model must be identified. See **Attachment H**.*

5.2.6 *A statement identifying the data risk categories that the Offeror is capable of storing and securing. See **Attachment D** and **Attachment H**.*

CenturyLink attached a cover letter on company letterhead containing the required information in a separate document, as requested, using Bidsync.

5.3 (M) Acknowledgement of Amendments (attachment)

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

CenturyLink attached the signed acknowledgement forms as a separate document, as requested, using Bidsync.

5.4 (M) Executive Summary

Offerors must provide an Executive Summary of its proposal. An Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than three (3) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

CenturyLink's Response:

Today, many government customers are partnering with CenturyLink for delivery of these services at a growing rate. CenturyLink offers the flexibility to customize components to build an optimized Hybrid IT cloud ecosystem using the combined strengths of CenturyLink's Cloud, Colocation, Network, and Managed Services. In consideration of our proposal, participating entities will have the ability to establish a cloud migration strategy that reflects enterprise business objectives. As a single-source provider, CenturyLink can offer smooth cloud transitions that can eliminate finger pointing that may occur when working with numerous providers.

In our proposal, we are offering solutions for the categories and subcategories of SaaS, IaaS and PaaS. Within this suite of solutions, CenturyLink has incorporated industry leading platforms to deliver specific enterprise solutions.

1. CenturyLink Cloud (CLC) is our primary Cloud solution. CLC is an enterprise-grade, hybrid-enabled cloud platform that delivers high-performance, secure, reliable and scalable cloud solutions for all workloads. It offers the ability to procure Public, Private and Dedicated Cloud environments.

CenturyLink Cloud provides Infrastructure and Compute solutions for on-demand, high performance virtual machines loaded with any combination of operating system, storage and memory. Because CenturyLink owns the lines between the data centers, we are able to provide participating entities with network options that provide increased reliability and faster performance. Cloud based load balancing, firewalls, VPN, CDN, DNS can be provided with a direct connection to our backbone. Our team is your team. When choosing CenturyLink, customers are provided with in-house technicians to run and manage the customer's Enterprise cloud applications. With our Managed Services for the Cloud, our team can manage your operating systems for Windows and Red Hat servers, provide expert, tactical maintenance of your Active Directories, provide support for MySQL, Apache, Microsoft IIS and much more. We've also, designed application and database services that can help organizations manage and provision faster with more efficiency.

For customers that require dedicated infrastructure, CenturyLink is proposing our Dedicated Cloud Compute (DCC) solution. Featuring dedicated compute and memory, as well as isolated storage, it is an ideal solution where multi-tenancy is not an option, or where the utility billing model is not preferred. Like CLC above, DCC can be bundled with a full suite of CenturyLink managed services, allowing customers to focus on their enterprise applications while CenturyLink managed and maintains day to day infrastructure.

For customers requiring FedRAMP certified cloud, CenturyLink proposes CenturyLink Government Cloud. By combining the capabilities of the vCloud Government Services with our managed services and carrier-class network, CenturyLink can enable and extend cloud hosting to government entities that require this level of risk management and standardization.

For our analytics of big data, **Hadoop Cloudera** offers the broadest big data ecosystem to support IT needs. It will support your current sensor data but its open source roots ensure that the platform will support future devices as well. Analytics sources from Cloudera can help your organization quickly differentiate itself from the competition and its highly customizable framework supports Predictive Maintenance, Machine Diagnostics, Telematics Processing, Remote Monitoring, Early Warning Systems, as well as data from Wearable Devices.

We also provide comprehensive end-to-end Big Data and Analytics solutions delivering industry-best expertise, applications, infrastructure and managed services to help enterprises extract value from data. Our Big Data as a Service (BDaaS) packaged solution offering includes infrastructure and technology stack hosted in our public/private cloud. We provide multi-layer support structure as part of our BDaaS offering

For our PaaS solution, **AppFog** is based on Cloud Foundry that enables developers to focus on writing great applications, without having to worry about managing the underlying infrastructure. The result is increased agility and productivity, more efficient use of resources, and low operational overhead. Highlights include notification of usage spikes, S3-comptabiler API and authentication, 100% flash storage, Anti-Affinity policies, storage for large objects and high availability for redundancy.

Other services under our cloud solutions are specific to business needs. For example, **CenturyLink SafeHaven** can be deployed as a disaster recovery-as-a-service (DRaaS) to protect data and VMs in your data center to CenturyLink Cloud. This solution includes failover capabilities with API automation. Leverage holistic solutions designed to minimize the impact of unplanned events and keep your business operational. We bring you cost-effective solutions that give you peace of mind. CenturyLink Cloud offers disaster recovery that includes the following elements.

There are many more solutions within our CenturyLink Cloud platform. All services within our platforms will be included in the Cost Proposal with the accompanying discounts.

- 2. Value added services** from CenturyLink provide solutions for comprehensive IT environments. Customers don't have to move 100% to the cloud, but there are advantages to migrating with a

provider that can help build your optimized Hybrid IT ecosystem. See below for solutions that we can integrate with our Cloud solutions.

- a. **Colocation** – Securely delivering highly reliable infrastructure for many of the largest enterprise and financial institutions in the world. Increase efficiency, cut costs, and improve your business performance with a 100% uptime SLA
- b. **CenturyLink Managed Services** – CenturyLink remotely and proactively manages IT resources for our customers. We can cover all monitoring issues in four broad technology areas: IT hardware infrastructure, applications, network & communications, and security
- c. **Security** –
 - i. **DDoS Mitigation Services** - CenturyLink DDoS Mitigation Service is an ideal solution for customers with critical web-facing properties such as ecommerce websites, critical customer-facing websites, financial information, or any other industries with significant assets tied to the availability of the Internet infrastructure or an external website.
 - ii. **Managed Firewall** – The CenturyLink SOC can deploy and monitor firewalls both in a CenturyLink datacenter, as well as on premises at the customer’s location.
- d. **Voice Solutions** - CenturyLink offers customers multiple options for a monthly recurring or Hosted Voice solution.
 - i. CenturyLink® Hosted VoIP is a next-generation business VoIP solution that improves workforce productivity, so your customers can focus on their core business – not their telecommunications. The Hosted VoIP pricing structure is a manageable and scalable monthly fee based on seats and feature elections.
 - ii. CPEaaS is the ability to purchase “On Premise” equipment as a service. We partner with manufacturers like Cisco, ShoreTel and Avaya, to name a few, that can provide fully supported solutions for a simple monthly cost with “buy-out” options at the end of term or an option to renew for a new term.

With CenturyLink you have end to end accountability with a provider that can deliver an expansive portfolio that includes custom servers, data sovereignty, app portability, managed services, to recap a few. State and Local government agencies can customize solutions with the flexibility of options that are self service or fully managed. Dedicated account teams from CenturyLink across the US today serve existing entities and have the experience and understanding of network connectivity to the cloud and can ensure security and reliability.

5.5 General Requirements

5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

CenturyLink's Response:

CenturyLink will provide a Usage Report Administrator that can provide quarterly reports based on contract number assigned in relation to the Master Agreement with CenturyLink. Each participating entity will utilize the Participating Addendum to align with the contract number associated with the Master Agreement. That person will be designated for each Participating Entity and can assist with any products in the CenturyLink Portfolio.

5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

CenturyLink's Response:

CenturyLink will cooperate with NASPO ValuePoint and SciQuest with uploading ordering instructions, if awarded a contract.

5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment 1. Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B, or to submit a report documenting compliance with Cloud Controls Matrix (CCM), Exhibit 2 to Attachment B. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both documents.

CenturyLink's Response:

CenturyLink has completed the CSA Star Registry Self-Assessment and is included in this RFP response as a separate attachment. All information included should be considered current and relevant.

5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements

CenturyLink's Response:

This SLA is provided pursuant to and in accordance with the governing service agreement between Customer and CenturyLink. The following Service Level Agreement (SLA) is applicable to the CenturyLink Cloud Services listed below that CenturyLink provides through its affiliate Tier, 3 Inc. and

makes available to Customer for a fee. The SLA is not applicable to unrelated third parties or third parties lacking a contractual relationship with CenturyLink. The uptime obligations and the resulting SLA credits are applied on a monthly basis unless specified otherwise. CenturyLink will provide 30-days notice for a material diminution of any portion of the SLA.

Public Network: CenturyLink ensures 100% uptime on all Public Network services to Customers located in CenturyLink Cloud data centers. All Public Network services include redundant carrier grade Internet backbone connections, advanced intrusion detection systems, denial of service (DOS) mitigation, traffic analysis and detailed bandwidth graphs. This does not include DOS attacks or other unknown variables that can affect Internet traffic.

Private Network: CenturyLink ensures 100% uptime on the Private Network services to Customers located in our data centers. All Private Network services include access to the secure VPN connection, unlimited bandwidth between servers, unlimited uploads/downloads to servers, access to contracted services, traffic analysis and detailed bandwidth graphs.

Control Portal and API: CenturyLink ensures 99.99% access to the Control portal and API. Access to the Control portal is available via the Public and Private Networks. The Control portal is utilized to fully manage the on-demand IT environments located within the CenturyLink data centers. Control portal access includes ticketing system access, account management, server management, bandwidth management, backup management and other related services.

Virtual Servers: Individual standard servers will deliver 99.99% uptime and hyperscale servers will deliver 99.9% uptime as monitored within the CenturyLink network by CenturyLink monitoring systems. Only failures due to known CenturyLink problems in the hardware, block storage, and hypervisor layers delivering individual servers constitute failures, and as such, only they are covered by this SLA. Examples of failures include: power interruptions, hardware problems (such as failures to a hard drive or power supply) and failures to the hypervisor environment supporting Customer servers. Problems related in any way to the Customer server operating system or any other software on the Customer server, or to the actions of Customers or third parties, do not constitute failures and as such are not covered by this SLA.

Bare Metal Servers: Individual physical servers will deliver 99.9% uptime. Only failures due to known CenturyLink problems in the hardware constitute failures and such failures shall be categorized as either degraded or unavailable. Degraded services are considered available and therefore not eligible for a service credit. Examples of degraded servers are a single hard drive failure (RAID) or a single DIMM failure. Ticket priorities for degraded servers are set as either high or normal. Physical servers are deemed unavailable for failures of the motherboard, CPU, or multiple drives. Ticket priorities for unavailable servers are classified as high, and a service credit (if applicable) will be issued for the total time between when a ticket is issued and when a new server is available. See SLA Credit Claim below.

Managed Operating Systems: Managed Operating Systems will deliver 99.99% uptime on standard servers and 99.9% uptime on hyperscale servers. The managed operating system is considered available as monitored within the CenturyLink network for infrastructure and the ability for Customer to open and log in to a RDP or SSH session at the OS layer. Password lockouts and other security invoked events are excluded and not covered by this SLA. Exclusions to uptime include any actions of Customers or Customer Authorized third parties which negatively impact the availability of Customer server and such actions will not constitute failures and as such are not covered by this SLA.

Managed Applications: Managed Applications will deliver a 99.9% uptime and redundant or clustered Managed Applications will deliver a 99.99% uptime as monitored by CenturyLink Cloud monitoring systems. Only failures due to known CenturyLink Cloud problems in the Application layer delivering individual applications constitute failures and as such, only they are covered by this SLA. If multiple Applications are installed on the same server, only one Managed Application, most impacting will be covered under the SLA.

Relational DB Service: CenturyLink delivers a 99.9% uptime for all single instances of Relational DB Service and 99.99% for all instances with replication. A Service failure occurs when a Customer cannot retrieve data because of problems with hardware and/or software in CenturyLink's control. Data retrieval issues caused by problems connecting to the service, including without limitation problems on the Internet, do not constitute failures and as such are not covered by this SLA.

Object Storage: CenturyLink delivers a 99.9% uptime on Object Storage. An Object Storage failure occurs when a Customer cannot retrieve data because of problems with hardware and/or software in CenturyLink's control. Data retrieval issues caused by problems connecting to the service, including without limitation problems on the Internet, do not constitute failures and as such are not covered by this SLA. Customer will receive a service credit for the period of time commencing when a ticket is filed requesting assistance in accessing Customer data until the service is reinstated.

Domain Name Services: CenturyLink delivers a 100% uptime for domain name servers (DNS) on the Dynect network. A period of DNS failure is any time during which 100% of Dynect's Domain Name Servers simultaneously fail to respond to requests for name resolution. This SLA does not guarantee propagation of DNS data across the Internet or the hosting of secondary DNS service for Customer's primary domain in another location, and it does not guarantee against zone inaccuracies due to operator error.

AppFog Services: CenturyLink delivers a 99.9% uptime for the AppFog services platform. A Service failure occurs when a Customer cannot access their application because of problems with hardware and/or software in CenturyLink's control. Application availability issues caused by problems connecting to the service, including without limitation problems on the Internet, do not constitute failures and as such are not covered by this SLA.

Physical Security: CenturyLink maintains 24x365 on-site security in the data center at all times to enforce CenturyLink's security policies. Those policies require, among other things that CenturyLink employees, vendors and visitors wear a badge and that authorized visitors who have not been issued a permanent badge leave a valid U.S. driver's license or passport with the guard while in the data center.

Maintenance: At certain times planned maintenance is required on CenturyLink Cloud that can cause service disruption. Maintenance services can affect the Public Network, Private Network, Control portal, Virtual Servers, Cloud Storage, Security and other services. CenturyLink will notify Customer of planned maintenance service and will work with the Customer to resolve any issues that they may have with the maintenance service. CenturyLink will provide at least 48 hour notice to Customers for potentially disruptive maintenance activity via email. Potentially disruptive activity includes maintenance where CenturyLink cannot remove or migrate the live Customer data from the target system, but it is expected that the maintenance will have no customer impact. CenturyLink will provide at least 96 hour notice via email to Customers for disruptive maintenance activity that will cause a noticeable outage to Customers.

Support Response Time: High Priority Tickets: All High Priority Tickets receive a 30 minute time-to-acknowledge for the following categories:

- Any element of the service is unavailable
- Any hosted server is offline or non-functional due to conditions beyond customer control
- Measurable performance degradation in any given data center

For High Priority issues, Customer must create a ticket for which a tracking number will automatically be provided and a support engineer will review the support request within the timeframe listed above. If for some reason Customer does not receive a response within 30 minutes, Customer should escalate via phone at 1-888-638-6771. CenturyLink Cloud may reclassify any Ticket misclassified as falling into one of the High Priority categories listed above and such Ticket will not qualify for High Priority treatment.

Response times for non-High Priority Tickets are based upon the Customer's level of support:

- Enterprise Support: Less than 30 minutes
- Professional Support: Less than 1 hour
- Developer Support: Less than 8 hours

Incident Reports: CenturyLink will provide Customer with an Incident Report via e-mail within twenty-four (24) hours for incidents resulting in greater than thirty (30) minutes of downtime. The

Incident Report will include: incident date, duration, issue, details of the problem and details of the resolution.

SLA Credit Claim: CenturyLink's monitoring systems will log and report service failures that are eligible for service credits. Customer will be notified by the NOC regarding a failure and for failures lasting greater than 30 minutes, Customer will receive an Incident Report per this SLA. CenturyLink will issue to the Customer appropriate service credits for the failure as defined in this SLA (Credit Limitations and Credits Issued sections) and the MSA (Service Levels section).

If a Customer believes that a service failure occurred and/or they were not issued service credits appropriately then the Customer must open a support ticket (a "Ticket") through the Control portal or by email to noc@ctl.io and request any credits by accurately detailing the credit request within 45 days of the failure in question. False or repetitive claims are also a violation of the Services Agreement and may be subject to service suspension. Customers participating in malicious or aggressive Internet activities, thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be deemed in violation of the Acceptable Use Policy posted on the Website.

Credit Limitations: The minimum period of failure eligible for a credit is 15 minutes, and shorter periods will not be aggregated. The maximum credit shall not exceed one hundred percent (100%) of Customer's fees for the Service feature in question for the then-current billing month. In the event that multiple periods of failure overlap in time, credits will not be aggregated, and Customer will receive credit only for the longest such period of failure. In the event that a single incident calls for credits pursuant to multiple parts of this SLA, CenturyLink will award credits for all Service features impacted in a single incident. The maximum credit during a single calendar year, for all Service features combined, is four months' Service fees, regardless of the length of failure or the number of occurrences. The period of failure for Server Uptime, Network Performance and Domain Name Services (and services above) begins when Customer opens a Ticket and ends when the failure is remedied.

Credits available pursuant to this SLA apply only to future service delivery. CenturyLink is not required to provide refunds pursuant to this SLA. If Customer retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits will not be applied against fees for professional services, bundled support or setup fees.

Notwithstanding any provision to the contrary in this SLA, the following do not constitute failures: (1) downtime during planned maintenance (as defined above) or Emergency Maintenance (as defined below) periods; (2) outages caused by acts or omissions of Customer, including its applications, equipment or facilities, or by any use or user of the Service authorized by Customer; (3) outages caused by hackers, sabotage, viruses, worms or other third party wrongful actions; (4) DNS issues outside of CenturyLink's control; (5) outages resulting from Internet anomalies outside of CenturyLink's control; (6) outages resulting from fires, explosions, or force majeure; (7) failures during a "beta" period; (8) any suspension of Service pursuant to the Agreement; or (9) the unavailability of

required Customer personnel, including as a result of failure to provide us with accurate, current contact information. Customer will not be eligible to receive any otherwise applicable service credits if Customer is in breach or default under any provisions of the Agreement at the time the service level failure(s) occurred or at the time when such service credit is requested by Customer until such breach is cured, at which point the service credit will be issued.

"Emergency Maintenance" refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by CenturyLink in its sole discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses/worms. CenturyLink will exercise reasonable efforts to inform Customer in advance before interrupting the Service for Emergency Maintenance, but such notice is not guaranteed and failure thereof does not constitute failure.

Limitations: This SLA provides Customer's sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind. To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. This SLA does not cover (without limitation): (a) network performance to Customer's physical location or Internet access point (such as a local DSL/cable modem); or (b) failures due to denial of service attacks.

Credit Issued: For all SLAs, CenturyLink issues service credits at a credit factor of 45 times the hourly cost for every hour of downtime. The service credit formula is as follows:

- Hours of Credit Eligible Downtime x Credit Factor x Product and/or Service Hourly Cost = Service Credit.
- Credit Eligible Downtime = Time (in hours) past the SLA greater than 15 minutes excluding allowable downtime
- Credit Factor = 45
- Product and/or Service Hourly Cost = Customer's billing rate/hour during period of downtime
- For example, a Virtual Server (99.99% SLA) that has a failure lasting 1 hour 45 minutes will be credited as follows:
 - 1 hour 45 minutes – 4 minutes for allotted downtime is 1 hour 41 minutes or 1.68 hours
 - 1.68 hours x 45 credit factor x \$ 0.45/hour = US \$34.02

5.6

There were no instructions for this section.

5.7 RECERTIFICATION OF MANDATORY MINIMUMS AND TECHNICAL SPECIFICATIONS

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

CenturyLink's Response:

CenturyLink has read, understands and will remain in certification compliance annually.

6.0 Business Profile

This section should constitute the Offeror's response to the items described in Section 6 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 6 of the RFP.

6.1 (M)(E) Business Profile

*Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. **Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.***

CenturyLink's Response:

CenturyLink (NYSE: CTL) is a global communications, hosting, cloud and IT services company enabling millions of customers to transform their businesses and their lives through innovative technology solutions. CenturyLink offers network and data systems management, Big Data analytics and IT consulting, and operates more than 60 data centers in North America, Europe and Asia. The company provides broadband, voice, video, data and managed services over a robust 250,000-route-mile U.S. fiber network and a 300,000-route-mile international transport network. We carry approximately 20% of the world's Internet traffic and we manage over 40,000 physical and virtual devices and over 26 petabytes of data on behalf of our clients.

CenturyLink employs 47,000 employees across the globe and provides IT services through local account teams in the following states:

Alabama , Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. See section 6.2 for use cases and customers that have done business with CenturyLink for related services to this RFP.

In 1930, William Clarke and Marie Williams purchased the Oak Ridge Telephone Company for \$500 from F.E. Hogan, Sr.; there were 75 paid subscribers. The switchboard was relocated to the Williams' front parlor so the family could man the board 24-hours a day. Marie wrote out the bills by hand, and eight-year-old son Clarke McRae Williams delivered them on his bicycle

In 1978, shares of Century common stock traded on the New York Stock Exchange for the first time October 24, under the symbol CTL. Century began to replace electromechanical switches with digital computer technology.

In 1992, Century paid \$135 million for Central Telephone Company of Ohio, a Centel subsidiary serving more than 65,000 access lines. This acquisition increased Century's access line total by 20 percent. Glen F. Post, III, was named Vice Chairman of the Board and Chief Executive Officer of Century.

In October 2008, CenturyTel agreed to acquire Embarq Corporation for approximately \$5.8 billion in stock based on the October 24, 2008, closing price of CenturyTel's common stock and the assumption of approximately \$5.8 billion of debt. Embarq traces its roots back to 1899, when Cleyson Brown formed the Brown Telephone Company in Abilene, Kansas. By 1991, the company was known as Sprint

CenturyTel announced a new dividend policy increasing its quarterly dividend from \$.0675 to \$.70 per share beginning in the third quarter 2008.

On April 22, 2010, CenturyLink agreed to acquire Qwest. Qwest's origin dates to 1988 when Southern Pacific Telecom was established to lay telecommunications cable. The company began offering limited long-distance services in 1991 and changed its name to Qwest Communications in 1995. On July 15, 2011, CenturyLink acquired Savvis, Inc., a global leader in cloud infrastructure and hosted IT solutions. This acquisition allows CenturyLink to achieve global scale as a managed hosting and cloud services provider and accelerates its ability to deliver those capabilities to its business customers.

With the completion of the Qwest and Savvis transactions CenturyLink became a national, industry-leading communications company providing broadband, voice and wireless services to consumers and businesses across the country; advanced entertainment services under the CenturyLink® Prism® TV and DIRECTV brands; and data, voice and managed services to business, government and wholesale customers in local, national and select international markets through its high-quality advanced fiber optic network and multiple data centers.

These transactions also resulted in 2011 pro-forma combined revenues of more than \$18 billion, a robust national 210,000-route-mile fiber network, a significantly larger enterprise customer base and nearly 50,000 employees committed to providing quality service to our customers.

On April 1, CenturyLink completed its acquisition of Qwest Communications in a tax free, stock-for-stock transaction, creating the third largest telecommunications provider – based on access lines – in the United States.



In 2013, CenturyLink acquired AppFog, Inc. and Tier 3, Inc. to enhance its platform-as-a-service (PaaS) and infrastructure-as-a-service (IaaS) offerings. AppFog provided a reliable, scalable and fast platform for developing apps in the cloud, and Tier 3 provided a public, multi-tenant cloud platform and a related development roadmap. With the Tier 3 acquisition, CenturyLink opened its Cloud Development Center in Seattle.

In December of 2014, CenturyLink acquired DataGardens to strengthen its disaster recovery options. Later that month CenturyLink acquired Cognilytics, an innovative Big Data company. The combination of CenturyLink's colocation, cloud and managed services and Cognilytics' "Data to Decisions" advanced analytics solutions will provide comprehensive, end-to-end Big Data solutions to customers. These acquisitions propel CenturyLink in its transformation to an integrated provider of advanced IP-enabled network, cloud, hosting and IT services.

In April of 2015, CenturyLink acquired Orchestr8 to enhance its Cloud platform with new Database-as-a-Service (DBaaS) capabilities.

In reference to "Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award," please see section 6.2 where CenturyLink has shown proven experience in providing cloud solutions.

6.2 (M)(E) Scope of Experience

Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the business provided services identical or very similar to those required by this RFP. Government experience is preferred.

CenturyLink's Response:

CenturyLink has a wide scope of experience providing government customers solutions using large consortium contracts for many years. CenturyLink is currently one of 3 providers awarded to deliver services on the Networx contract to serve the US Federal Government. Additionally, CenturyLink has worked with NASPO ValuePoint, State of Utah on other consortium contracts requiring contract administrators. For cloud services, CenturyLink is approved to provide FedRamp certified cloud services using our vCloud offering being offered in this response. Additionally, CenturyLink is seeking additional certification approvals for other services and offerings. In regard to other consortium contracts, CenturyLink is currently offering multiple services, including CenturyLink Cloud Solutions, through MiCTA. MiCTA was created in 1982 as a professional organization of telecommunications directors at Michigan's public universities. Originally, MiCTA served as a forum to share information among the universities, and has expanded to provide needed services.

MiCTA serves its national membership by:

- Coordinating group purchasing programs and aggregating member demand to facilitate

members' purchases of competitively bid products and services.

- Monitoring telecommunications and technology legislation and regulatory processes that impact its members.
- Informing its membership of technology changes and legislations that may affect them.
- Conducting research to benefit its members.
- Providing highly valuable, cost-effective professional development opportunities.
- Supporting technological advancements through grants.

As for business experiences, CenturyLink has won multiple major contracts with government and commercial customers in very large and complex solutions. See below for details about the solutions CenturyLink provided.

CenturyLink wins State of Colorado for Dedicated Cloud Solution

In August of 2013, CenturyLink partnered with a large database firm and consulting firm and successfully closed a \$620k monthly recurring solution with Colorado's Department of Human Services. It involved Colorado's Benefits Management System (CBMS), which determines eligibility for the State's medical and financial assistance programs.

The State was unhappy with their current provider and tired of the lack of scalability and flexibility in a solution that only allowed colocation. They also wanted to build a dedicated "Colorado Cloud" to provide flexibility, scalability and allow them to sell these services to other Colorado agencies.

The CenturyLink team presented a comprehensive solution that included a suite of products: a dedicated cloud, managed services, storage, backup, managed security services, disaster recovery and a CenturyLink Network component to connect to the data center.

The solution helped solve the State of Colorado's challenges in three ways:

1. Flexible infrastructure to allow more compute/ storage on demand and allow the outsourcing of their data center operations.
2. Ability to manage database licenses much easier.
3. Provide "one throat to choke" instead of multiple vendors.

Arizona Department of Administration Utilized CenturyLink/IO Partnership for Data Center Services

The State of Arizona government is the governing entity for seven million Arizona residents, managing \$9B in revenue and consisting of over 140 agencies and departments. The Arizona Department of Administration's (ADOA) most recent building evaluations revealed that the overall condition of the



building system is poor and that many buildings have exceeded their useful life. In addition, many buildings in the ADOA system have inadequate or missing fire-life safety mechanisms (i.e., fire alarms), mechanical problems (HVAC, plumbing), and roofs in need of repair or replacement. The ADOA saw the move of the data center location as a critical component to their long-term plans and ensure they made a selection that would fit them today and future-proof them for growth.

Many competitors were initially considered to bid for the State of Arizona's Data Center Services RFP. CenturyLink, Custom Storage, Digital Realty Trust, Phoenix NAP and ViaWest were the final competitors for the RFP. The State of Arizona assessed the capabilities of the five companies on three major criteria: Method of Approach, Capacity of Offeror and Pricing. The committee evaluated the proposals on a 1000 point scale. Cost scores were determined on a relative scale.

The State of Arizona was concerned with both the colocation cost, service levels (SLA) and uptime capabilities. CenturyLink offers colocation in Phoenix through our partnership with IO Data Centers, coupling IO innovation with the CenturyLink operational excellence data center blueprint to deliver CenturyLink 100% SLA on one of the most innovative data center platforms available. By showcasing referrals from other government entities, they were able to show that CenturyLink has the solution set and the support and service teams for state governments. The CenturyLink account team did a great job of building the relationship and trust with the customer. Although the CenturyLink proposal did not lead after the initial proposal review, the account team and proposal support teams moved quickly to address the State of Arizona's concerns and ultimately win the RFP.

The final solution consisted of colocation in the Phoenix data center, as well as the data center migration services. The initial order for colocation is \$25k MRC and \$79k MRC and data center migration service worth \$273k NRC.

CenturyLink Wins Consulting and Implementation Engagement With eBay

Service sold: Quality Assurance & Testing Program Management and Implementation

The Sr. Director of Shared Services at eBay, a \$3.9B company, needed a seamless cut-over plan for dividing and cloning multiple systems between two companies. This was a critical activity – required to ensure that both legal entities would be able to report numbers to the street.

The CenturyLink IT Services / Cognilytics team worked together to provide a detailed task list for all activities needed to ensure a successful mock and cut-over command center/staffing plan. The team will be responsible for ensuring that all test plans are executed and signed off before systems are release for production. The \$1.4M Non Recurring Charges engagement.

1. Remote Infrastructure Management (RIM)
2. Application Management Services

3. SAP HANA

CenturyLink Cloud Wins with CA Technologies

Computer Associates or “CA” Technologies is one of the largest independent software corporations in the world. CA creates systems software (and previously applications software) that runs in mainframe, distributed computing, virtual machine and cloud computing environments.

Commencing with the infusion of new management in 2014, CA was looking to rapidly change course to evolve its three primary product portfolios (Cloud, Dev/Ops and Security) to a more robust platform with more enabled delivery models than traditional on premise perpetual licensing. This major strategic initiative, known as “Platform CA,” delivers a global reference architecture enabling delivery teams to quickly deploy CA’s current SaaS subscription portfolio (four solutions) in underserved markets, as well as an additional 15 new SaaS offerings to be announced at CA World in 2015.

The key selling point to CA executives was the CenturyLink ability to deliver comprehensive Hybrid IT through all of the global service categories: Cloud, Colocation, Managed Hosting and Network. CenturyLink flexibility to optimize usage and increase overall margin attainments, even with a rapidly evolving service portfolio thru CenturyLink Cloud, was also vital.

CA firmly believes CenturyLink is the right partner to enable their global agility, as well as significantly support the growth of new revenue streams, particularly for the SAAS enabled platforms. CA considers CenturyLink Cloud a competitive differentiator as the platform provides more for less, unlike any other service provider they work with today.

Platform CA, enabled by CenturyLink, provides CA the ability to rapidly consolidate current provider relationships with AWS, Rackspace, Datapipe, Dimension Data and Stefanini into one strategic provider. CA’s financial opportunity is to optimize costs and margins while delivering a highly reliable and repeatable architecture. In addition, the CenturyLink solution provides CA with the path to enable the 15+ new SaaS offerings scheduled for release over the next six months. Thus, multiple CLC use cases billing hourly in each CLC regional center (US, EMEA, APAC, etc).

In November, CenturyLink will be featured as a Platinum Sponsor of CA’s premier customer and partner event CA World 2015. With over 5,000 customers, 200 SI’s and 400+ ISV’s in attendance, it is a tremendous opportunity to showcase how Platform CenturyLink enables CA SAAS globally, as well as how partners can leverage CenturyLink and CA solutions for their own opportunity pursuits!

Win Summary

Date Deal Closed: 5/26/2015

Existing Customer: Yes

Hybrid Solution: Yes

Public or Private Cloud: Public



State of Utah
Cloud Solutions
CH16012

Vertical: ISV

Total MRR: \$258,626

Trial Participation: Yes

Competition: AWS, Azure, Rackspace, DiData, CSC, Verizon

Workloads: SAAS - Platform CA

Additional CenturyLink Products: Enterprise Onboarding, Cloud Engineering

Account Team

Sales Professional: Matthew Kollar

Sales Engineer: J.D. Powell

Cloud Specialist: John Martin

Sales Region/Segment: ISV – East

LDP Executive Sponsor: Tony Ferrigno

Sr. Solutions Engineering Manager: JD Powell

Cloud Solutions Architect: Chris Little

Lead TSM: Michelle Kitzelmen

Lead TSM: Doug Eufer

Proposal Management: Nicole Hrusovsky

Contract Analyst: Kristl Smith

CenturyLink Cloud Wins with Asbury Graphite

Asbury Graphite, a long time CenturyLink network and IT services customer, needed to run their ERP system on both coasts of the US without having equipment onsite, as they needed to lower their IT operations costs dramatically. They liked the idea that CenturyLink could provide end-to-end services, including hosting their ERP system in the cloud. The cloud cost estimator sealed the deal, as it provided succinct evidence that total costs can be lower in the cloud.

Asbury hired a consultant out of Allentown, PA that recommended AWS for a cloud service provider. After seeing CenturyLink Cloud's pricing and attending the CenturyLink Cloud Live Demo, their consultant had no hesitations with using CenturyLink Cloud for Asbury's cloud needs. CenturyLink already provided Voice, MPLS, NDS and Voice CPE services for Asbury and the prospect of CenturyLink providing an end-to-end service was highly attractive. As well, Asbury liked the ability to scale up and down as needed as well as use CenturyLink Cloud to back up their applications. Real-time replication across sites and being able to leverage Cloud Network Services provided the requisite differentiation to go with CenturyLink Cloud.

CenturyLink is Ashbury Graphite's one-stop shop for network and IT services, making it easy for them to get the services they need at a good price from a trusted partner. They can now leverage the cloud with confidence for their one workload and will be able to add other workloads gradually without capex



considerations.

Win Summary

Public or Private Cloud: Public
Hybrid Solution: No
Vertical: Manufacturing
MRR: \$6,800.00
Cloud Experience: Early Adopter
Trial Participation: No
Competition: AWS
Workload: ERP
Additional CenturyLink Services: Voice, MPLS, NDS, Voice CPE

6.3 (M) Financials

Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

CenturyLink's Response:

CenturyLink's DUNS number is: 05 091 1668

Our financial statements for the past two years are in appendix B.

6.4 (E) GENERAL INFORMATION

6.4.1 Provide any pertinent general information about the depth and breadth of your solutions and their overall use and acceptance in the cloud marketplace.

CenturyLink's Response:

CenturyLink is the technology partner for many of the largest global businesses, helping them reduce their time to market, enable a distributed workforce, and gain a competitive edge. Many entities are becoming agile, secure, and optimized when partnering with CenturyLink Business. CenturyLink is an industry leader in successful Hybrid IT planning and implementation. We provide the right mix of physical and virtual infrastructure services across on-premises and CenturyLink data centers with seamless connectivity and support. You get the choice and flexibility from a partner you trust, so you can build a purposeful hybrid IT ecosystem that's right-sized for your business today and tomorrow. Hybrid IT is a



strategic approach to improving the alignment between IT services and business objectives. By leveraging a hybrid IT approach, an organization can benefit from the optimal utilization of a mix of physical and virtual infrastructure services. These services can be hosted on premises, or in third-party data centers and service provider clouds — all seamlessly connected using secured, high-performance networks.

CenturyLink powers 20% of the world's Internet traffic with Global Tier 1 Public and Private Internet, MPLS and Ethernet connectivity. CenturyLink is 158 on the Fortune 200 list and is the third largest communication provider in the United States. With \$18B in annual revenue, CenturyLink employs almost 50,000 employees and serves 98% of the Fortune 500 companies. CenturyLink is the second largest colocation company and serves over 33,000 business and government customers. In 8 consecutive years, CenturyLink has been a leader or visionary in Gartner's Magic Quadrant.

Highlights about CenturyLink Cloud and Data Center services

- 9 nodes across the US, Canada, UK and mainland Europe
- Gartner Recognizes CenturyLink Cloud for third Straight Year
- 100+ enterprises trust the CenturyLink Cloud enterprise cloud platform for their business
- Secure multi-tenant cloud
- 430,000 miles of fiber across the globe
- 57+ global data centers and 160+ third party partner data centers

With our proposal, participating entities will get a winning Hybrid IT Strategy:

1. The Platform to optimize IT for management, control, and agility – to allow innovation.
2. Integrated cloud, hosting, and colocation services on a secure, global, low-latency network infrastructure.
3. Expert Hybrid IT Professional Services for design-build-run and IT transformation.
4. Actively engaged Account Managers who solve problems and deliver excellent client service.

The primary cloud technology proposed is CenturyLink Cloud, which is a large, scalable multitenant cloud solution featuring quick provisioning, transparent billing, and zero term commit. It also can provide bare metal servers and has a private option that can facilitate a community type cloud deployment. The second cloud platform is the CenturyLink Dedicated Cloud Compute, which is a private cloud deployment featuring dedicated compute and storage resources. Physical hosts can scale upwards quickly and VM's can be provisioned on the fly. Both solutions are VMware based, included OS licenses when applicable, and can be configured for fully managed operating systems on some OSs.

Additional services include colocation, managed security solutions, and service management. Larger complex cloud environments often require a hybrid deployment to form a complete solution. CenturyLink is uniquely positioned as an industry leader in Cloud, Colocation, Security, Managed Services, and Network services.

Being named a “Visionary” or a “Leader” in Gartner’s Magic Quadrant has become the standard to which IT vendors aspire. Gartner has not only recognized CenturyLink as a ‘Leader’ in the 2015 Magic Quadrant for Cloud-Enabled Managed Hosting, Europe report, but also as a ‘Visionary’ in the 2015 Magic Quadrant for Infrastructure as a Service, Worldwide report. Frost & Sullivan honored CenturyLink with the Company of the Year Award for the North American Cloud Industry for 2015

Industry Accolades

- Frost & Sullivan honored CenturyLink with the Company of the Year Award for the North American Cloud Industry for 2015.
- Read Frost & Sullivan’s report on How CenturyLink is Setting the Standard for the Next Generation of Cloud Services.
- Gartner granted CenturyLink “Visionary” status in their annual Magic Quadrant for Cloud Infrastructure as a Service.
- Gartner named CenturyLink a “Leader” in the Magic Quadrant for Cloud-Enabled Managed Hosting, Asia Pacific, 2015.

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

CenturyLink’s Response:

CenturyLink Cloud has completed its annual examination SOC 2 Type 2 Report prepared in accordance with the AICPA AT 101 and IAASB ISAE No. 3402 Standards.

CenturyLink SOC 2 Reports are examination engagements performed by a third party auditor in accordance with AT Section 101, Attest Engagements, of SSAEs (Statement on Standards for Attestation Engagements) using the predefined criteria as outlined in TSP section 100, Trust Services Principles, Criteria, and Illustrations for Security, Availability, Processing Integrity, Confidentiality, and Privacy. A system is designed, implemented, and operated to achieve specific business objectives in accordance with management-specified requirements.

The SOC 2 Report specifically addresses one or more of the following five key system attributes:

Security — The system is protected against unauthorized access (both physical and logical).

Availability — The system is available for operation and use as committed or agreed.

Processing Integrity — System processing is complete, accurate, timely and authorized.

Confidentiality — Information designated as confidential is protected as committed or agreed.

Privacy — Personal information is collected, used, retained, disclosed and disposed of in conformity with the commitments in the entity's privacy notice, and with criteria set forth in Generally Accepted Privacy Principles (GAPP) issued by the AICPA and Canadian Institute of Chartered Accountants.

SOC 2 Reports are intended to meet our customers need for information and assurance about CenturyLink controls. There are two types of SOC 2 reports:

Type 1

Report on management's description of a service organization's system and the suitability of the design of controls. Use of these reports is generally restricted.

Type 2

Report on management's description of a service organization's system and the suitability of the design and operating effectiveness of controls.

The 2015 SOC 2 report was compiled by the accounting firm Moss Adams LLP. The certification validates CenturyLink's commitment to operational excellence and client satisfaction. The SOC 2 Type 2 report covers the period from July 1, 2014 through July 1, 2015. A Type 2 examination means that an independent service auditor has formally evaluated and issued an opinion on the description of selected CenturyLink systems and the suitability of the design and operating effectiveness of applicable controls.

Working with a global enterprise IT service provider like CenturyLink, customers can rest assured we have experience with a wide range of security controls, regulatory requirements and industry standard compliance models. CenturyLink customers benefit from our investment in these IT security frameworks, enabling them to assess their internal readiness and accelerate compliance obligations. Information provided by CenturyLink around these compliance programs demonstrates how our secure cloud platform provides a solid foundation for any risk mitigation strategy.

CenturyLink Government Cloud is a FedRamp certified IaaS cloud platform that leverages VMware vCloud Government Services and the CenturyLink carrier class network. vCloud Government Service addresses the compliance needs of the federal government through certifications, including

- FedRAMP
- P-ATO by the Joint Authorization Board,
- ITAR,
- FIPS 140-2 (including two-factor authentication),
- ISO 27001:2005,
- SOC 1 (SSAE16/ISAE 3402)
- SOC 2

- SOC 3
- HIPPA

vCloud Government Service is a community cloud, only US federal, state, and local government and education organizations with a FedRAMP mandate are eligible to purchase vCloud Government Service

6.5 (E) BILLING AND PRICING PRACTICES

DO NOT INCLUDE YOUR PRICING CATALOG, as part of your response to this question.

6.5.1 Describe your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

CenturyLink's Response:

The CenturyLink Cloud Portal is highly transparent, showing current cost per hour, cost accumulation for the current month, and estimated final bill. All server and service add/remove/change functions clearly state the cost impact associated with making the change. End of month billing is clearly broken out into individual components and groups. Master accounts can see the full usage profile of all associated sub accounts as well. For Dedicated Cloud, the variable costs are detailed in the solution proposal, with the static price of physical resources, per VM costs, and per GB storage costs. Base infrastructure charges only change if additional physical resources are required to support growth. Per VM charges fluctuate based on monthly usage. Our billing system is unified for all services provided under this response. Line items will differ based on the solution subset selected by a participating entity.

6.5.2 Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.

CenturyLink's Response:

Cost impacts can vary widely depending on the type of cloud deployed. One consistent theme is that purchasing cloud differs when compared to an on premise solution. Utility purchasing requires rethinking how resources are deployed. A server that may require 8 cores for end of month processing should not be provisioned in the cloud with 8 cores. It should be built with minimal resources and designed to scale up with demand. Additionally, resources that are not in use 24x7 should be set to pause in non-business hours to conserve resources and budget. Finally, governance of cloud resources is paramount. It is important to specify specific individuals with the rights to deploy servers and appliances while configuring server groups and subaccounts with realistic limits on resources.

If the purchaser wishes to have direct, private connectivity from CenturyLink or another network provider, as opposed to VPN connectivity over metered public internet, there may be additional charges for the link and associated cross connects.

While CenturyLink Cloud does allow for import of existing VMs, advanced migrations that require third party tool sets or Cloud engineering resources may result in additional costs.

6.5.3 Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.

CenturyLink's Response:

NIST 800-145 defines characteristics, services models, and deployment models of Cloud Computing. CenturyLink's Cloud Portfolio is well aligned to this definition. CenturyLink Cloud (CLC) is CenturyLink's multi-tenant cloud solution. It is Gartner rated in the top 5, and offers a full suite of managed services and applications to run on top of it. Part of the motto of CLC is to be OSSM (pronounced Awesome). For CenturyLink, that means:

On-Demand – get resources in minutes

Self-Service – don't talk to a human to get resources

Scalable – elastic, scale up & down as needed

Metered – incremental billing, hourly or by the minute

Combined with the fact that each CLC node is deployed on a massive scale with enterprise infrastructure using VMware, and alignment with NIST characteristics is evident.

While CLC is at its core IaaS, it supports a very robust PaaS and SaaS framework. With CenturyLink's purchase of AppFog and its native integration with CLC, the same portal and API set that allows deployment of services and appliances also allows application deployment. Our AppFog PaaS, based on Pivotal Cloud Foundry, allows users to stop worrying about servers and resources, and just focus on code. AppFog deploys application in fully redundant in regional nodes, scales and balances automatically, and supports the most popular runtimes and frameworks.

The CenturyLink Cloud Marketplace enables 100's of third parties to develop and deploy packaged application servers that fully enable SaaS functionality. While CenturyLink can develop SaaS environments for our customers, we look to the innovation and service framework our partners have developed with their own products.

When it comes to deployment, CLC has many options. Again, at its core, CLC would be considered Public Cloud. CenturyLink has also developed a fully privatized instance of CLC called CenturyLink Private Cloud. It features the same hardware, software, API, portal and all of the other features people want in a Public cloud, isolated for a single customer. In a Community Cloud model, CLC Private could be packaged and white labeled to support just NASPO or any individual entity. CenturyLink Cloud also



allows for the deployment of bare metal servers to provide resource isolation inside of the standard public cloud model. CenturyLink's Dedicated Cloud product, which features a traditional managed VM node/instance model, would also align to the NIST definition of Private Cloud and the IaaS service model.

6.6 (E) SCOPE AND VARIETY OF CLOUD SOLUTIONS

Specify the scope and variety of the solutions you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services and deployment models that you offer.

CenturyLink's Response:

The following Service Types can be provided by CenturyLink. Some solutions will require engagement with a CenturyLink Cloud Marketplace Partner or CenturyLink Professional Services.

SaaS

- Analytics
 - Data Analytics
 - Business Intelligence
- Business Continuity/Disaster Recovery
- Cloud and Infrastructure Management Tools
- Collaboration
- Customer Relationship Management
- Data Management
- E-Discovery
- Electronic Records Management
- ERP
 - HR
 - Finance
 - Assume Accounts Payable / Receivable
 - General Ledger
 - Budget
 - Procurement
- GIS
- Internet Filtering
- Licensing and Registration Systems
- Office Productivity
 - Word Processing
 - Document Tracking
 - E-mail
 - Spread sheets
 - Presentation
- Message Filtering
- Mobile Data Management
- Point of Sale (POS)
- Procurement Systems
- Security

PaaS

- Analytics
 - Hadoop
 - Business Intelligence
 - Data Warehouse
- Database
 - Relational
 - NoSQL
- Development, Testing and Deployment
 - Containers
 - Services and APIs
 - Mobile
 - Internet of Things
 - Tools
 - Runtime environments
- GIS
- Integration (iPaaS)
- Open Source

IaaS

- Computer/Infrastructure Services
 - Operating systems
 - Hypervisors
- Disaster Recovery
 - Business Continuity
 - High Availability / Failover
- Storage
 - File
 - Block
 - Object
 - Archive
 - Cache
 - Content Delivery Networks (CDN)
- Network
 - Virtual network
 - Load balancer
 - DNS
 - Gateway (e.g. VPN or Application)
 - Firewall
 - Traffic manager
 - Direct link
- PC/Desktop “aaS”
- Security
 - Identity & Access Management
 - Encryption
 - Data Loss Prevention (DLP)
 - Web Security
 - Email Security
 - Network Security
 - Security Information and Event Management (SIEM)



- Intrusion Management
- DDOS Monitoring / Management

Value Added Services

- Colocation
- Managed Services
- CPEaaS
- Hosted VoIP
- Security

6.7 (E) BEST PRACTICES

Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

CenturyLink's Response:

At CenturyLink, our teams release new capabilities and services every 14 days. Customers get access to new features on a continual basis.

With our "defense in depth" approach, customer environments are protected by multiple security measures at every level – securing physical equipment, cloud resources, and customer data. In addition, an extensive permissions system extending to the group and individual VM levels ensure only authorized users can access and alter systems. And we've worked with the leading IT auditing firms to ensure our systems are ready to support most global organizations.

We provide customers with role-based access to their cloud environments. Users access the Control Portal with a username and password, or by Single Sign On through SAML. All actions performed by users through the Control Portal — such as provisioning servers, adding public IP addresses and powering-on a server — are logged and auditable. These logs are never deleted, and customers can view access logs on an entity by entity basis.

CenturyLink Cloud establishes a robust digital perimeter around your cloud environment. Access to customer servers can only be done via a certificate-based VPN connection unless specific public ports have been explicitly opened up by the customer. Customers can extend to two-factor authentication via LDAP (Microsoft Active Directory or OpenLDAP on Linux) for additional security where needed.

Customer environments on the CenturyLink Cloud are protected by a series of redundant Juniper SRX firewalls employing Unified Threat Management (UTM) technology. Each customer service runs on its own private VLAN, and each virtual machine is isolated with zone-based firewalls. Customers can also use secure connections such as Persistent User VPN, Direct Connection, or MPLS.

Data center Intrusion Detection System (IDS) and Intrusion Detection and Protection System (IDP) attack detection and prevention features screen incoming traffic for potential attacks. This protection is available



data center-wide, and is implicitly enabled. Read this KB article for more details on CenturyLink Cloud and IDS & IDP.

In addition to real-time monitoring and NOC support, we perform Nessus vulnerability scans upon request as a service task. Then, you can choose to work with us as part of a paid engagement to mitigate any vulnerabilities, or take action on your own. To make sure that cloud servers are regularly protected with the latest operating system patches, CenturyLink Cloud offers managed operating system capabilities that keep customer machines up-to-date with vendor updates.

Each CenturyLink Cloud data center is housed within private, caged enclosures. Entry to the data center premises requires an electronic proximity key card. Data center facilities are staffed 24x7x365 and monitored by cameras. An electronic proximity card control portal, biometric scan, and onsite data center personnel provide additional security inside the facility. Only CenturyLink authorized staff are allowed access to the private cage enclosure and they access physical hosts via two factor VPN authentication (SSH or RDP Access with Local administrator/root account and password required). All access is logged in both the control panel and the ticketing system.

CenturyLink understands that compliance is essential. We offer a variety of solutions that adhere to the most stringent of compliance standards (HIPAA, SOC1, SOC2, SOC3, ISO, PCI, FERPA and COPPA.) Even if your solution doesn't require regulatory compliance at this time, know that CenturyLink can scale with you and provide the protection and ease of mind when you do

Servers need to be regularly patched to stay secure and remain compliant with the OS vendor requirements. This is particularly important for longstanding VMs that your business counts on to always be up and running without a hitch. CenturyLink Cloud offers Automatic Operating System Patching Management — or Patching-as-a-Service — that will automatically patch individual servers or Groups. You can enable the service through a Blueprint, script package or an API. Once deployed, the service informs you when the patching begins and ends via email. You can also pull the list of patches applied via API to ensure that all critical patches have been installed on your servers. It's a simple thing, with a big payoff in time savings and peace of mind. Learn more about Automated Patch Management.

CenturyLink Cloud Security & Compliance at a Glance

Physical Security

- Physical security controls audited to SSAE 16 or ISO 27001 standards
- All access is logged in both the control panel and the ticketing system.

Logical

- Logical security policies and processes audited to SSAE 16 standards – built around IT best practices

- Server and Operating System hardening
- Managed carrier class firewalls
- Intrusion Prevention services included
- DDOS mitigation services included
- Automatic Operating System Patch-Management
- Dedicated VLANs/IP addresses
- Transparent database encryption available
- Nessus vulnerability scanning available
- 24x7 monitoring and incident management

Account

- Role-based access - authentication and authorization permissions set explicitly per resource type
- Username/password or SAML sign on
- All actions logged and auditable

Audits

- SSAE 16 SOC 1
- SSAE 16 SOC 2 Type 2
- Support for complex regulations like HIPAA
- ISO 27001
- PCI DSS 2.0
- Safe Harbor
- COPPA
- FERPA

Additionally, customers are sectioned off using VMware kernel security, VLANs, and LUNs. In the Dedicated Cloud infrastructure, customers compute is dedicated while storage is sectioned off by LUN.



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CenturyLink isolates data between customers and offers role based access controls and API notifications of events inside a customer's environment. Governance and subaccounts can be structured to prevent unauthorized access to cloud resources. Data security is enforced with the use of data isolation, encryption, and data lifecycle management. Data autonomy is supported globally in accordance with Safe Harbor compliance. CenturyLink Cloud platforms are engineered to meet rigorous compliance standards. This includes role-based administration, the use of hardware with no removable media, support for data encryption in transit and at rest, destruction of data on failed drives, and hardware housed in secured physical cages (including ceiling).

CenturyLink's cloud marketplace offers customers the ability at their discretion to deploy disk, file, and network encryption when required by a particular workload or data set. Additionally, CenturyLink can provide managed firewalls, DDoS, RSA tokens, and IPS/IDS across any part of a deployed infrastructure, including cloud, and colocation resources.



7.0 Organization Profile

7.1 (ME) Contract Manager

*The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. **The Contract Manager must have experience managing contracts for cloud solutions.***

CenturyLink's Response:

CenturyLink has read, understands and will comply.

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

CenturyLink's Response:

Primary point of contact:

George Shalhoub

MGR PRICING POLICY & FINANCIAL REVIEW

703-673-4522 – Office

George.shalhoub@centurylink.com

Available on Monday – Friday during the hours 8:00 am – 5:00 pm Eastern Time Zone

Secondary point of contact:

Kevin Lopez

Senior Government Account Manager

801-575-0159 – Office

kevin.lopez@centurylink.com

Available on Monday – Friday during the hours 8:00 am – 5:00 pm Mountain Time Zone

*7.1.2 **Describe in detail** the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. **Provide a detailed resume for the Contract Manager.***

CenturyLink's Response:

The following are highlights from George Shalhoub's experience and resume.

- Manage the Contracts Department and all contractual agreements, for both Services and Products.

- Advisory role to the Program Management Office and Sales Account Team with regards to all contractual issues.
- Perform cradle to grave contracts and subcontracts administration.
- Drafted and negotiated NDA, Teaming Agreement, Subcontract Agreement, Distribution Agreement, MOU, and other Agreements.
- Work with Senior Counsel on complex legal issues.

The following are highlights from Kevin Lopez's experience and resume.

- Account manager for all services pertaining to State of Utah
- Ongoing management and coordination of internal resources of State of Utah Master Agreement MA108 including original draft, amendments, renewals and point of contact
- Engages with pricing and offer management for the coordination of special pricing and additional discounts or terms and conditions for State and Local government services.
- Ongoing coordination for NASPO ValuePoint Data Communications contract as it pertains to CenturyLink as distributor and usage reporting for hardware manufacturers like Cisco, Avaya, ShoreTel, Adtran, etc.

7.1.3 *Describe in detail the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.*

CenturyLink's Response:

As it is understood by the scope of this RFP, the Contract Manager's role will be based on the terms of the Master Agreement. As many agreements differ in terms and conditions, the Contract Manager will serve as the needs that the Master Agreement requires.

The Contracts Manager will manage the resultant Agreement and all requests issued under it. The Contracts Manager of this Agreement and any requests issued under it will be "cradle to grave" management. The Contracts Manager will coordinate any and all requests the State of Utah, NASPO ValuePoint, or participating entities may have, whether contractual or otherwise and will ensure a timely response is sent back.



8.0 TECHNICAL REQUIREMENTS

If applicable to an Offerors offering, an Offeror must provide a point by point responses to each technical requirement demonstrating its technical capabilities. If a technical requirement is not applicable to an Offeror's offering then the Offeror must explain why the technical requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

8.1 (M)(E) TECHNICAL REQUIREMENTS

8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See Attachment D.

CenturyLink's Response:

CenturyLink's Cloud service model aligns with the definitions stated in Attachment D. CenturyLink Cloud services are on-demand, offer broad network access, provide resource pooling and rapid elasticity, and are measured services. The CenturyLink Cloud offering has both IaaS and PaaS functionality. CenturyLink can provide Private, Community, Public, and Hybrid Cloud services.

CenturyLink's cloud portfolio is able to provide all of the following service models:

- IaaS
- PaaS
- SaaS

CenturyLink's cloud portfolio is able to provide all of the following deployment models:

- Private Cloud – Century Dedicated Cloud Compute or Private Cloud
- Community Cloud – Century Dedicated Cloud Compute or Private Cloud
- Public Cloud – CenturyLink Cloud

Hybrid Cloud – Any combination of the above plus network, colocation and/or managed services.

8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145:

CenturyLink's Response:

The NIST Definition of Cloud Computing, as described in SP 800-145 discusses the Essential Characteristics as detailed in section 8.1.2.1 through 8.1.2.5. CenturyLink has responded to each



essential characteristic below. Additionally, SP 800-145 defines the Service Models and Deployment Models CenturyLink has provided solutions in this response for each service model, as explained in section 8.1.3. The deployment models defined in SP 800-145 are similar to the deployment models that CenturyLink provides. To best align CenturyLink deployment models with that as defined by NIST, please see section 8.1.5.

8.1.2.1 NIST Characteristic - On-Demand Self-Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

CenturyLink's Response:

CenturyLink Cloud provides users with a self-service interface letting administrators quickly create and manage highly available public cloud environments. A web services API and Cloud Foundry-based Platform-as-a-Service provide a comprehensive cloud application toolkit for enterprise developers. CenturyLink also has created an open source, cross platform cloud automation service called Runner for managing provisioning in CLC, other public clouds and even on-premise infrastructure.

8.1.2.2 NIST Characteristic - Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.

CenturyLink's Response:

CenturyLink CLC and DCC provide network connectivity to CenturyLink's Tier1 Internet backbone (AS209). CLC and DCC also have the ability to be connected to using private connectivity. Purchasing entities can order private circuits to the hosting data center, and utilize CenturyLink or another provider's connectivity (MPLS, Metro Ethernet) at speeds up to 10G.

CenturyLink is a global network provider, and tier 1 internet carrier. CenturyLink can support private and public connectivity up to 100 GB/s. CenturyLink data centers are carrier neutral, and support connectivity from most carriers. Private links from CenturyLink et al can be cross connected into the cloud environment to enable private transfer into our cloud platforms. Public connectivity can be used to transmit via public IP, or by utilizing client to site or site to site VPNs.

8.1.2.3 NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

CenturyLink's Response:



CenturyLink Cloud (CLC) pools customer virtual machines across a large bank of computer resources. CLC uses VMware's Dynamic Resource Sharing (DRS) and High Availability (HA).

In the Multitenant Cloud, CPUs and Memory are not oversubscribed, resulting in large performance increases for customers. Utilizing Dynamic Resource Sharing, vMotion, and proprietary algorithms, CenturyLink can rebalance workloads on the fly and maintain high performance standards. Customers are never locked down to one physical server. When dedicated resources are required, customers can consider either cloud provisioned bare metal servers, or deployment of a dedicated cloud node.

8.1.2.4 NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

CenturyLink's Response:

Severs are provisioned through the Control Portal or via API. Depending on the OS template selected, and any post-provisioning tasks added by the user, virtual servers are usually live within minutes. Our cloud platform is designed to operate between 30-40% of available capacity across all dimensions (compute, memory, storage, and bandwidth). This level provides adequate "headroom" to ensure that spikes and bursts of activity don't impact customers.

Each node is deployed with an architecture that supports the very rapid addition of compute and storage resources. This provides elasticity and simplifies capacity planning.

8.1.2.5 NIST Characteristic - Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

CenturyLink's Response:

The CenturyLink Cloud platform provides a "utility" billing model, where customers are able to scale resources up or down as they need. Customers are charged on an hourly basis.

For virtual machines, customers may specify the number of virtual CPUs, memory and storage that they need and are charged on an hourly basis for each of those dimensions. Customers are not forced into a pre-cast "instance" sizes.

At any time, customers can scale one or more of those dimensions (adding or removing compute and storage resource as needed). This provides a much more cost-effective and flexible platform.

Additional services are available as well, including third-party software licensing, load balancing, DNS management, etc.

Most of our utility-based services (VM compute, memory and storage, and applicable licensing) are calculated on an hourly basis. Stopped or Paused virtual machines are only charged for their allocated storage; they are not charged for CPU or memory while in this state. Other services may

have fixed monthly charges or utilization based (for example, public Internet bandwidth is charged on a per GB-out basis) and all customers are billed in monthly cycles. There are various charges depending on the state of the server.

- Paused State:
 - No charge for CPU or Memory
 - Standard price for storage
 - Charge for OS licensing for Windows and RedHat
- Archived State: Charged for storage only, at a discounted rate.

8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

CenturyLink's Response:

The following subcategories of each service model can be identified by the following solutions provided by CenturyLink. Some solutions may require engagement with a CenturyLink Cloud Marketplace Partner or CenturyLink Professional Services.

SaaS

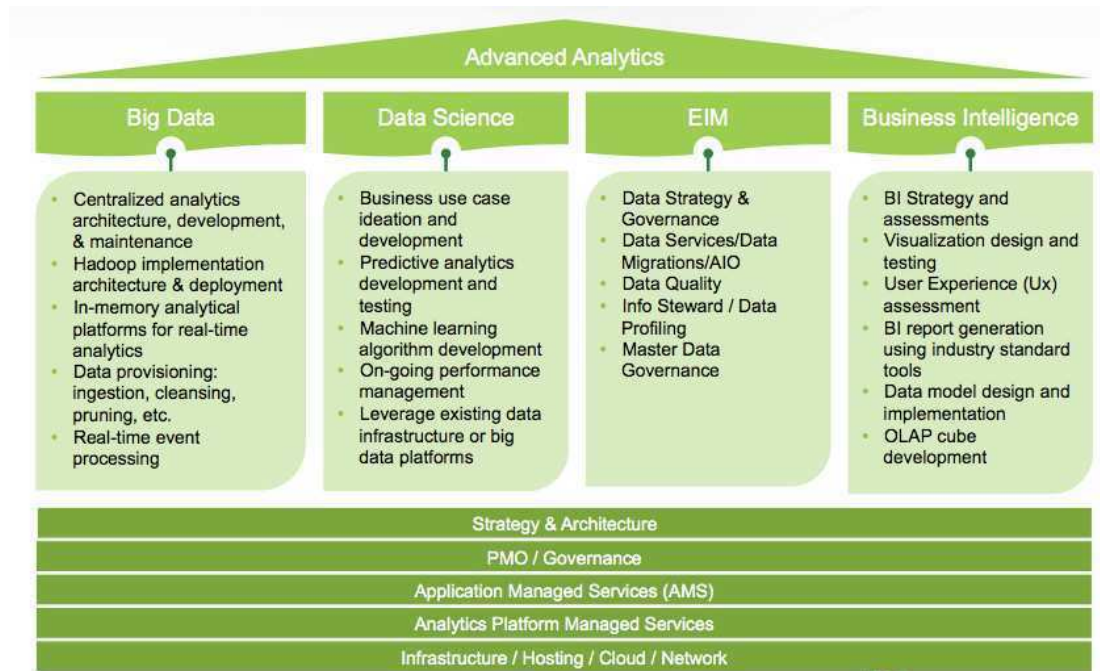
- Analytics
 - Data Analytics
 - Business Intelligence
- Data Quality and Governance
- Business Continuity/Disaster Recovery
- Cloud and Infrastructure Management Tools
- Collaboration
- Customer Relationship Management
- Data Management
- ERP
 - HR
 - Finance
 - Assume Accounts Payable / Receivable
 - General Ledger
 - Budget
 - Procurement
- GIS
- Internet Filtering
- Licensing and Registration Systems
- Message Filtering
- Mobile Data Management
- Point of Sale (POS)

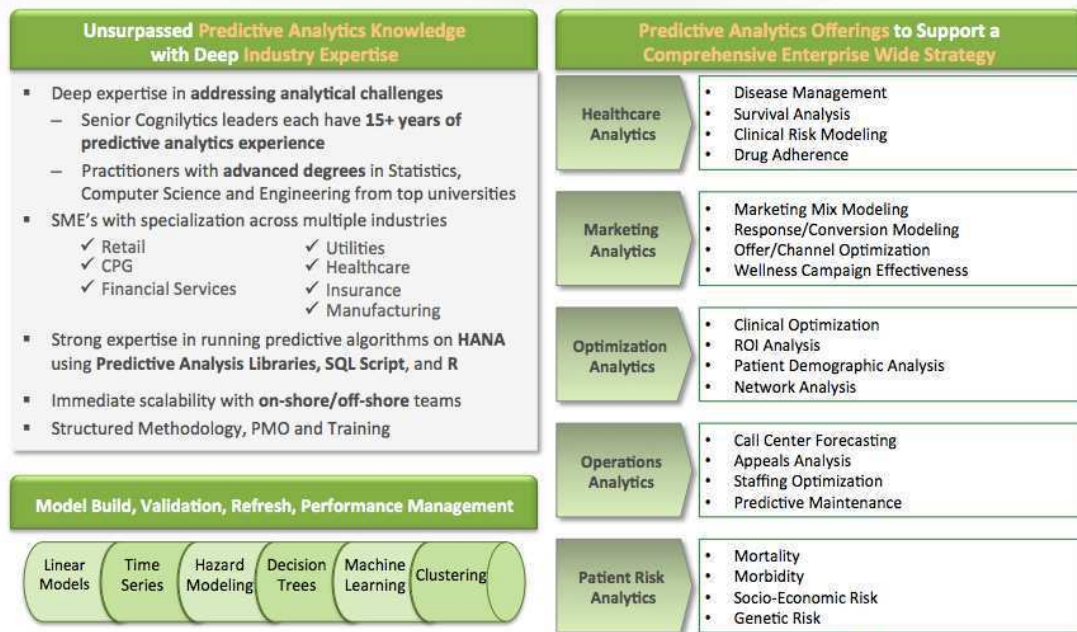


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- Procurement Systems
- Security

Additional explanation to SaaS solutions provided for each subcategory above: CenturyLink is a global provider of Big Data and Advanced Analytics solutions with the mission to help our clients monetize their data as a strategic asset. We leverage core competencies around Big Data, Data Strategy & Architecture, Data Lifecycle Management, Visualization and Advanced Predictive Analytics to help clients find key insights and trends within their data thereby enabling better business decision making, driving top line revenue, bottom-line uplift, operational excellence, risk mitigation and regulatory compliance.





We provide comprehensive end-to-end Big Data and Analytics solutions delivering industry-best expertise, applications, infrastructure and managed services to help enterprises extract value from data. Our Big Data as a Service (BDaaS) packaged solution offering includes infrastructure and technology stack hosted in our public/private cloud. We provide multi-layer support structure as part of our BDaaS offering.

We augment our BDaaS with consulting services which facilitates big-data adoption by the client. We have successfully executed Big Data projects for many of our top clients and we've built solutions, which span from data staging to data analytics. The gained insight into multiple clients has allowed us to develop accelerators for adoption of IaaS solutions for Big Data. We have deep expertise in data systems, including Hadoop, Cloudera, SAP HANA, SAP S/4 HANA, and SAP BW. Additionally, we have advanced analytics capabilities with Model Controller to design, develop and deploy models, Decision Analyzer to produce analytics, and Navigator for data visualization.

We also provide an array of Data Services capabilities to our clients that simplify data access from finding files through executing queries.

- File Services support file ingestion and retrieval operations, including very large files
- Search Services support natural language query searches on text or structured data
- Query Services provide SQL-on-Hadoop, leveraging metadata to make data available for warehousing use cases



- Universal Metadata Services support everything from individual files through complex structured data sets. They standardize metadata across the platform for logging, search and retrieval
- Event Services provide a message queue framework to handle event processing for everything from logs to real time data to return events
- Graph Services support native graph operations on structured or semi-structured data within the lake (e.g. customer associations)
- Compute Services are standard APIs for submitting, versioning, executing and monitoring algorithms on data

PaaS

- Analytics
 - Hadoop
 - Business Intelligence
 - Data Warehouse
- Database
 - Relational
 - NoSQL
- Development, Testing and Deployment
 - Containers
 - Services and APIs
 - Mobile
 - Internet of Things
 - Tools
 - Runtime environments
- GIS
- Open Source

CenturyLink has positioned itself as a leader in providing a comprehensive end-to-end PaaS solution by seamlessly integrating managed services and the Hadoop stack from Cloudera/Horton works/ MapR. The entire solution is modelled after PaaS with multilevel support to meet diverse customer requirements. We packaged this solution as Big Data as a Service (BDaaS). BDaaS comprises of the infrastructure, Hadoop stack and a layered support model. We also provide customizable software components to bootstrap the adoption of Hadoop technology. Our BDaaS offering for Hadoop is vendor neutral. We support all the major vendors such as Cloudera, Horton Works, MapR. We have deep expertise in providing data analytic solution on computational engines such as Spark, HANA VORA. We are the SAP certified solution provider for end-to-end cost effective big-data solution using HANA, VORA and Hadoop

Data Ingestion: CenturyLink has developed a customizable end-to-end data ingestion product for both real time and batch data. This facilitates moving the data into Hadoop eco system through a set of configurations.



SAP Hana Vora Expertise: CenturyLink has a dedicated practice in collaboration with SAP for implementing end-to-end solution using SAP HANA Vora on Hadoop. This facilitates creating customer specific real-time reporting and analytics

Accelerator and Services: CenturyLink provides end-to-end service implementing for customer specific solutions. Over a period of time CenturyLink service team has created accelerator for defining customer 360 and active archive.

CenturyLink PaaS support options provide everything from basic OS upkeep through advanced Hadoop architecture services. Support options are broken into 4 different levels with corresponding pricing options.

Level 1 includes 24x7 Monitoring and Management of infrastructure up to and including the operating system.

- CPU and memory usage monitoring
- Network I/O and connectivity monitoring
- Network Security monitoring, detection and prevention
- Disk I/O and capacity monitoring
- H/W failure monitoring
- OS version and patch management
- Change and Incident management for OS

Level 2 includes all of the support from Level 1 as well the following big data platform support features

- Heartbeat Monitoring of all the Hadoop components
- Monitoring of resource consumption of all the Hadoop Components.
- Preventive Maintenance of the cluster
- Preliminary investigation in the event of failure
- Raising software incidents and coordinating and fixes with the vendor (e.g. Cloudera)
- Major and minor upgrade of Hadoop components and patches provided they do not affect existing application.
- New user provisioning
- New application on-boarding

Level 3 includes all of the support from Levels 1 and 2 and the following big data application management features



- Monitoring of production application jobs
- Providing diagnostic assistance for customer developed Hadoop applications
- Memory & CPU usage analysis for customer developed Hadoop applications
- Development support in troubleshooting problems with customer developed software

Level 4 includes all of the support from Levels 1, 2 and 3 and the following big data development and architecture consulting features:

- Providing architecture strategy and guidance for user applications
- Providing design and development guidance for building out new application features.
- Providing research and prototyping of new Hadoop solution components for customers
- 200 hours of architecture services per year which the customer can use within 3 years.

We provide implementation of customer specific solution which can vary from data staging to data analytics. Our custom tools and accelerators expedite the adoption of Hadoop.

laaS

- Computer/Infrastructure Services
 - Operating systems
 - Hypervisors
- Disaster Recovery
 - Business Continuity
 - High Availability / Failover
- Storage
 - File
 - Block
 - Object
 - Archive
 - Cache
 - Content Delivery Networks (CDN)
- Network
 - Virtual network
 - Load balancer
 - DNS
 - Gateway (e.g. VPN or Application)
 - Firewall
 - Traffic manager
 - Direct link
- PC/Desktop “aaS”
- Security
 - Identity & Access Management
 - Encryption

- Data Loss Prevention (DLP)
- Web Security
- Email Security
- Network Security
- Security Information and Event Management (SIEM)
- Intrusion Management
- DDOS Monitoring / Management

CenturyLink has a set of IaaS solutions to meet the widest set of needs of the customer. The following is the brief overview of the different offerings

- Public Cloud: Infrastructure and platforms provisioned on-demand with utilization-based pricing.
- Private Cloud: A dedicated set of infrastructure, allowing our customers to provide on-demand infrastructure to their internal/private customers, including mechanisms for utilization based “internal charge back” accounting.
- Intelligent Hosting: A dedicated set of infrastructure built to order in CenturyLink data centers and managed to support customer needs.

For the options above, CenturyLink is able to mix and match infrastructure to various “hybrid” needs, allowing our customers to optimize their balance of cost and performance:

- Virtual: Most customers leveraging our cloud options are looking to virtualize infrastructure to optimize their utilization of hardware. Through our partnership with VMWare, we are able to provide those capabilities in Intelligent Hosting Environments as well.
- Bare Metal: Physical servers or portions of those servers to support certain customer use cases. It should be noted these are available through our public cloud offering.

For DRaaS, SafeHaven for CenturyLink Cloud is a new strategy for addressing your critical workloads. Conventional disaster recovery systems protect either at the level of IT infrastructure (e.g., servers and storage) or at the level of individual software applications. Both approaches have key shortcomings. Systems that protect at the level of IT infrastructure do so by replicating disk changes to a remote site - they have little or no ability to protect active business processes. Often they require manual intervention and can have long delays to re-configure and restart these processes after failure. They also have considerable difficulty restoring operations to the original production site after failure conditions are resolved. Meanwhile, DR schemes that protect at the level of individual software applications (e.g., Web Servers or low IO databases) do not scale well to protect an entire enterprise data center, or, for that matter, multiple enterprise data centers. These application-level disaster recovery solutions are sensitive to the operating systems of protected VMs and usually require peered live applications running in the recovery site. These inherent limitations of scope, make these solutions ill-suited to general recovery services.



A business can continue to run production IT systems in its own data center during normal operations, but also have the freedom to spin-up an exact replica data center in the CenturyLink Cloud as the need arises.

Advantages to the business include:

- Leveraging the specialized operational expertise of a leading cloud infrastructure provider.
- Gaining a recovery data center with all the security and reliability from a top-tier cloud provider.
- Operationalizing the infrastructure costs it would incur with a “homegrown” disaster recovery solution.
- Adopting the flexible, pay-as-you-go public cloud model.
- Regular external testing of its disaster recovery plans.

SafeHaven provides a full-suite of LPP services for the cloud including:

- Live migration back and forth between sites
- Automated failover to a protection VMs in the CenturyLink Cloud
- Live failback to the original production site
- Globally consistent rollback to any one of an array of checkpoints
- Automatic failure detection, classification, and alerts
- Non-disruptive audit of recovery point objectives (RPOs) and recovery time objectives (RTOs)

SafeHaven for CenturyLink Cloud can protect up to 64 customer premise sites, each with a SafeHaven Replication Node (SRN) virtual appliance — deployed on a VMware vSphere cluster. The SRNs replicate between customer sites and a protection VMs in the CenturyLink Cloud. Each pair of SRNs typically manages up to 10 active VMs. A single DataGardens Central Management Server (CMS) VM manages state information for the entire SafeHaven Cluster.

Each protected group of virtual resources has a standby replica in a remote site that is updated according to an interval set by the administrator. The distribution of virtual resources across sites can change in response to changing needs.

IT Managers can protect both physical and virtual servers along with their associated data drives. When protected servers are physical, they are protected by virtual replicas in the CenturyLink Cloud. Also, when protected systems have inter-dependencies and must be recovered at single instant in time and with a specified recovery plan, they can be configured into “Protection Groups.” Every active Protection Group

within the production site has a remote replica within the CenturyLink Cloud. The VMs within the replica Protection Groups are “paused” under normal operating conditions — which means that they are powered off, and therefore not consuming memory and CPU and related cost.

Disaster Recovery is a complex topic area and that there are many protection strategies to achieve the desired results. We created this service offering in response to customer feedback as yet another option for our customers to protect their production IT environments. We also recognize this solution is not a panacea for DR; rather it’s a solution oriented tool that may help you service certain production workloads in a cost effective, low investment model. And for those workloads that require a different protection technique we’ve got the depth of resources to help you realize your goals.

*8.1.4 As applicable to an Offeror’s proposal, Offeror must describe its willingness to comply with, the requirements of **Attachments C & D.***

CenturyLink’s Response:

CenturyLink has read and is willing to comply with the definitions listed in attachments C and D.

*8.1.5 As applicable to an Offeror’s proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in **Attachment D.***

CenturyLink’s Response:

CenturyLink has detailed its solution offerings for each subcategory of the service models, according to NIST 800-145, in section 8.1.3. For deployment methods, CenturyLink is able to provide private, public and hybrid delivery methods.

As defined by NIST, Private Cloud can be built and operated by a single organization or use a third party. CenturyLink defines private cloud as a solution offering and will act as the third party provider. Highlights of our Private Cloud as a provider are as follows.

CenturyLink Private Cloud is physically isolated, but remains connected in key ways: it can be federated with our public cloud to boost usability, and support your desired (hybrid) cloud mix, leveraging CenturyLink’s Cloud Network Services or Direct Connect. It receives new features and enhancements on the same cadence as our public cloud.

- Dedicated hardware & physical isolation
- Maximum control over user permissions, access levels
- Easy oversight and day-to-day management of deployed apps
- Self-service access
- Chargebacks, governance & detailed internal usage tracking

- Infrastructure management, 24x7 by network engineers
- Hosted in world-class CenturyLink facilities
- Elastic compute, storage, and network
- Regular access to new features and innovation
- OpEx Model Consumption
- Best-in-class Service Level Agreements

CenturyLink Public Cloud as a deployment method is our primary offering in our response using our CLC platform for IaaS, PaaS and SaaS service models.

CenturyLink does allow for a community deployment method. We can deliver in many customizable ways including an option for white labeling to a single participating entity that would manage the master account and allow usage of the account using sub-accounts or community accounts.

8.2 (E) SUBCONTRACTORS

Offerors must explain whether they intend to provide all cloud solutions directly or through the use of subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractor do not need to comply with Section 6.3.

8.2.1 Describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

CenturyLink's Response:

All services detailed in this RFP response are standard CenturyLink services and do not rely on any third parties. Purchasing entity may choose to engage with third parties in the CLC Marketplace to add additional functionality and services to the cloud deployment.

8.2.2 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

CenturyLink's Response:



This does not apply to CenturyLink solution offering. All services are provided directly by CenturyLink.

8.3 (E) WORKING WITH PURCHASING ENTITIES

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;);
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.

CenturyLink's Response:

For suspected incidents for a private cloud environment supported with CenturyLink Managed Security Services the CenturyLink Security Operations Center will be engaged to lead investigation efforts. Security incidents may be proactively detected or reactively investigated by the CTL SOC. The SOC will provide proactive customer notification and a timeline with description of the incident. For security incidents in which the customer notifies CenturyLink, the notification will be escalated to the SOC for response. Response timelines to security incidents will follow the managed security service guide definitions.

Refer to appendix A for the Global Operations Service Level Objectives document.

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

CenturyLink's Response:

CenturyLink does not engage in any distribution of adware or software. Any marketing will stay within the boundaries of the Master Agreement

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

CenturyLink's Response:

CenturyLink can provide an application hosting test/staging environment that is identical to production.

8.3.4 Offeror must describe whether or not its computer applications and Web sites are be accessible to people with disabilities, and must comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

CenturyLink's Response:

CenturyLink is part of the GSA contract vehicle and this, maintains section 508 compliance. We do not have specific data at this time concerning functionality with the CenturyLink Cloud portal.

8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

CenturyLink's Response:

The CenturyLink Cloud Control Portal is designed to work consistently across all major modern web browsers.

Minimum version browser support:

- Microsoft Internet Explorer (versions 9+) on Windows
- Google Chrome (latest version) on Windows and Mac
- Firefox (latest version) on Windows and Mac
- Safari (latest version) on Mac

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

CenturyLink's Response:

CenturyLink will meet with the purchasing entity to discuss data sensitivity and compliance. Please review section 6.7 in regards to Best Practices for Security and Compliance.

8.4 (E) CUSTOMER SERVICE

8.4.1 Offeror must describe how it ensure excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

CenturyLink's Response:

Every experience matters to CenturyLink. That's why we have deployed the right people, processes and support infrastructure to help your business be truly successful.

CenturyLink continues to strive for 100% customer satisfaction and employs a variety of support personnel to ensure customers can be supported quality assurance on 100% of all products and services offered. Additionally, CenturyLink is structured in its sales organization with a dedicated account manager, account consultant, service manager, solutions engineer and a wide variety of additional support and resources available for escalation needs if a need or problem isn't get solved to the satisfaction of any participating entity. For service level agreements on services provided in this RFP response see section 5.5.4.

Your account team will be assembled based on reviews of your territory, priorities and current IT architecture. CenturyLink will work with you to recommend an optimal mix of solutions to fulfill your business needs. Since our infrastructure model allows great flexibility, CenturyLink can leverage any of your current assets to develop a solution that combines our collective infrastructure components, or employ a completely new infrastructure. Whatever is required, you can be assured that CenturyLink will design an efficient infrastructure model to support your business objectives.

Solution Design Phase After the business assessment, solution engineers begin designing an infrastructure road map, specifically built to scale and evolve with your business. Simply provide performance requirements for the different infrastructure solutions you require, and we'll do the rest.

We'll start by determining which portions of your solution are better fulfilled by CenturyLink-owned assets, and which you should retain until a technology refresh is due. Whether you decide to utilize your assets, CenturyLink's assets, or a hybrid, we'll implement various levels of management capabilities.

Implementation Our implementation process is focused on timing and minimizing excess costs. Since the delivery date of your new infrastructure solution can have significant impact on your IT budget, we try to help minimize cost overlap by meeting our deadlines and ensuring the phases that make up your solution's foundation are the first to get underway. This process methodology enables us to adopt a "ready when you are" approach for delivery.

Service Desk The CenturyLink Service Desk is made up of your Incident and Change Management "pit crew" - helping to ensure your success. They minimize interruption when incidents or changes occur, so you can remain focused on your business. A vital responsibility of the Service Desk is identifying the protocol to follow, when such events occur. Your pre-arranged set of rules can include everything from determining who we engage during the resolution process, to the steps of the technical solution - even how we communicate with your organization. This protocol is attached in a step-by-step text format to the actual events, as they appear in our technicians' browsers. Due to the collaborative nature of our business, if there are any questions about steps concerning applications you manage, we immediately



launch a conference call to discuss resolutions, making your business success the top priority for our team.

Change Management Managing change effectively is key if you want to ensure that infrastructure evolution does not inhibit your business operations, or impact your customers as you scale applications.

It's no accident that we have a near-perfect customer change success rate. Every day, Service Desk Management leads our Change Advisory Board to ensure customer change windows are planned, coordinated for success, and executed on schedule by our service engineers. Each successful execution of infrastructure change allows your business to reach its performance targets more quickly and efficiently.

CenturyLink Operations Center The global CenturyLink Operations Center provides fault isolation and rapid restoration and incident management of client services. It is staffed 24/7 to respond in a timely manner to all incidents and requests. As the single point of contact, the Service Center is responsible for customer communication through the lifecycle of an incident ticket or support request, providing case management, documentation, triage, troubleshooting and escalation of customer incidents and requests. It also provides constant proactive monitoring, vendor management and communication of incidents within a client's environment.

The CenturyLink Operations Center consists of four key components:

- **Service Center** The entry point for incidents and requests
- **Command Center** The first point of escalation
- **Problem Management Center** The focal point for trended incidents, root cause analysis, and documented service procedures
- **Automation Center** Focused on automating routine tasks

The CenturyLink Operations Center Team includes Request Specialists, Incident Analysts, and Incident Specialists:

- Request Specialists are responsible for communicating and processing all service and change requests. They work closely with Incident Specialists and Service Engineers to execute requested changes within client environments.
- Incident Analysts are responsible for processing incoming customer incident reports. They are equipped with diagnostic toolsets to isolate reported faults, and follow a strict functional escalation methodology to enable rapid service restoration.
- Incident Specialists are responsible for monitoring and responding to events originating from CenturyLink's proactive monitoring infrastructure toolset. Incident Specialists have

management control over customer infrastructure and adhere to a strict functional escalation methodology to enable rapid fault isolation and restoration of customer services. Incident Specialists communicate directly with the customer during incident troubleshooting and resolution or change execution.

Automation Center The Automation Center manages the delivery and support of workflow and task automation as a means of driving process and incident resolution. This results in improved speed of isolation and restoration, and contributes to consistent and reliable support.

ITIL and SSAE 16 Commitment to ITIL CenturyLink has implemented Information Technology Infrastructure Library (ITIL) as the basis for all internal operations and client systems support and management. Worldwide, ITIL is the most widely accepted approach to IT service management, and it provides a cohesive set of best practices drawn from the public and private sectors. ITIL is supported by a comprehensive qualifications scheme, accredited training organizations, implementation and assessment tools.

CenturyLink is a member of the IT Service Management Forum (itSMF), which is the only internationally recognized and independent organization dedicated to IT service management. This not-for-profit organization is wholly-owned and principally operated by its membership.

SSAE 16 - CenturyLink undergoes an annual SSAE 16 examination to provide necessary information to our clients about the processes and controls that are in place to protect their IT assets. The Statement for Attestation Engagements (SSAE) 16 is a recognized auditing standard formerly known as SAS 70.

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.

CenturyLink's Response:

Please see the description of the roles that our dedicated account team will play for participating entities

CenturyLink Account Team

Part of what you get with CenturyLink is people who know and personally care about your business – Professionals who are able to convert your real needs into specific solutions for your business.

Account Manager - Your dedicated Account Manager fosters a strategic business relationship between you and CenturyLink. Our Account Managers give your business end-to-end support from people who get to know your company and cares about your needs—no more contacting an anonymous call center for the next available operator.



Account Consultant - The Account Consultant is a responsive, personal contact for support – no more waiting for the next available operator. Your Account Consultant is not only responsible for ensuring that you receive your first invoice, but also that it makes sense.

Sales Engineer - Your Sales Engineer will guide you through various design options and technologies so that you will be able to choose the right services for your business. Your Sales Engineer will work closely with other vendors that may be involved to ensure a well-designed solution and a smooth transition. This consulting service is part of CenturyLink's commitment to bring the most advanced technology available to you.

CenturyLink is working directly with many state and local government customers today that utilize the benefits of the dedicated account team approach. Each participating entity, as they engage on a solution relating to the Master Agreement, will have a dedicated resource available or one can be referred or assigned to a participating entity based on territory. Contact information for each representative may change as natural turnover in positions occur, but a back up or interim account representative will be made available.

b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.

CenturyLink's Response:

Support for all CenturyLink hosting services are 24x7. Customers may create an unlimited number of support tickets from within the Control Portal - either via email, live chat, or phone. Each ticket is assigned a unique tracking number for future reference. Additional details on how support tickets are handled are available in our SLA.

c. Customer Service Representative will respond to inquiries within one business day.

CenturyLink's Response:

Response times for all queries should be under 8 hours. CenturyLink does offer advanced support options that can reduce response to as little as 30 minutes.

d. You must provide design services for the applicable categories.

CenturyLink's Response:

Presales resources are available to assist in the design of solutions across the CenturyLink portfolio. This includes cloud, managed services, colocation, network and security.

e. You must provide Installation Services for the applicable categories.

CenturyLink's Response:



Installation services are available for all products in the CenturyLink portfolio. Additional service charges may apply.

8.5 (E) SECURITY OF INFORMATION

8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

CenturyLink's Response:

The CenturyLink Compliance Management team is dedicated to continually improving and maintaining compliance certifications that are critical to our customers. Through our disciplined assessment and audit processes, CenturyLink has implemented comprehensive practices for SSAE 16 SOC 1, SOC 2, PCI DSS, ISO 27001, Safe Harbor, Global Risk Management, Business Continuity and Disaster Recovery (BCDR), HIPAA, and FISMA (NIST 800-53). We engage external audit firms to perform multiple types of assessments designed to address our customers' diverse compliance requirements.

8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

CenturyLink's Response:

The CenturyLink Compliance Management team is dedicated to continually improving and maintaining compliance certifications that are critical to our customers. Through our disciplined assessment and audit processes, CenturyLink has implemented comprehensive practices for SSAE 16 SOC 1, SOC 2, PCI DSS, ISO 27001, Safe Harbor, Global Risk Management, Business Continuity and Disaster Recovery (BCDR), HIPAA, and FISMA (NIST 800-53). We engage external audit firms to perform multiple types of assessments designed to address our customers' diverse compliance requirements.

8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

CenturyLink's Response:

CenturyLink Cloud server images by default do not all access to CenturyLink technical or administrative staff. Access to servers would have to be granted to support services on a per case basis. Managed servers where CenturyLink is maintaining system integrity would only be accessed on an as needed basis to maintain service and SLA guarantees.



8.6 (E) PRIVACY AND SECURITY

8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in **Attachment D**, including supporting the different types of data that you may receive.

CenturyLink's Response:

For suspected incidents for a private cloud environment supported with CenturyLink Managed Security Services the CenturyLink Security Operations Center will be engaged to lead investigation efforts. Security incidents may be proactively detected or reactively investigated by the CenturyLink SOC. The SOC will provide proactive customer notification and a timeline with description of the incident. For security incidents in which the customer notifies CenturyLink, the notification will be escalated to the SOC for response. Response timelines to security incidents will follow the managed security service guide definitions.

Refer to appendix A for the Global Operations Service Level Objectives document.

8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

CenturyLink's Response:

Many standards apply to the application of cloud services and their associated processes. CenturyLink can provide guidance and assistance on meeting and exceeding established standards through professional or managed services.

CenturyLink Cloud Services meet the following:

- Physical Controls – SSAE 16 (1 and 2) or ISO27001
- Logical Controls – SSAE 16 (1 and 2)
- Audits – SSAE16 (1 and 2), HIPAA (may require additional services), ISO 27001, PCI DSS 2.0, Safe Harbor, COPPA, FERPA.

CenturyLink Government Cloud is a FedRamp certified IaaS cloud platform that leverages VMware vCloud Government Services and the CenturyLink carrier class network. vCloud Government Service addresses the compliance needs of the federal government through certifications, including

- FedRAMP

- P-ATO by the Joint Authorization Board,
- ITAR,
- FIPS 140-2 (including two-factor authentication),
- ISO 27001:2005,
- SOC 1 (SSAE16/ISAE 3402)
- SOC 2
- SOC 3
- HIPPA

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

CenturyLink's Response:

Account Security

We provide customers with role-based access to their cloud environments. Users access the Control Portal with a username and password, or by Single Sign On through SAML. All actions performed by users through the Control Portal — such as provisioning servers, adding public IP addresses and powering-on a server — are logged and auditable. These logs are never deleted, and customers can view access logs on an entity by entity basis.

Network Security

CenturyLink Cloud establishes a robust digital perimeter around your cloud environment. Access to customer servers can only be done via a certificate-based VPN connection unless specific public ports have been explicitly opened up by the customer. Customers can extend to two-factor authentication via LDAP (Microsoft Active Directory or OpenLDAP on Linux) for additional security where needed.

Customer environments on the CenturyLink Cloud are protected by a series of redundant Juniper SRX firewalls employing Unified Threat Management (UTM) technology. Each customer service runs on its own private VLAN, and each virtual machine is isolated with zone-based firewalls. Customers can also use secure connections such as Persistent User VPN, Direct Connection, or MPLS.

Data center Intrusion Detection System (IDS) and Intrusion Detection and Protection System (IDP) attack detection and prevention features screen incoming traffic for potential attacks. This protection

is available data center-wide, and is implicitly enabled. Read this KB article for more details on CenturyLink Cloud and IDS & IDP.

In addition to real-time monitoring and NOC support, we perform Nessus vulnerability scans upon request as a service task. Then, users can choose to work with us as part of a paid engagement to mitigate any vulnerabilities, or take action on their own. To make sure that cloud servers are regularly protected with the latest operating system patches, CenturyLink Cloud offers managed operating system capabilities that keep customer machines up-to-date with vendor updates.

Physical Security

Each CenturyLink Cloud data center is housed within private, caged enclosures. Entry to the data center premises requires an electronic proximity key card. Data center facilities are staffed 24x7x365 and monitored by cameras. An electronic proximity card control portal, biometric scan, and onsite data center personnel provide additional security inside the facility. Only CenturyLink authorized staff are allowed access to the private cage enclosure and they access physical hosts via two factor VPN authentication (SSH or RDP Access with Local administrator/root account and password required). All access is logged in both the control panel and the ticketing system.

8.6.4 Offeror must describe its *data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).*

CenturyLink's Response:

CenturyLink is part of the Homeland Security Enhanced Cybersecurity Services initiative to protect all US based public and private entities. Additionally, CenturyLink provides optional IDS/IPS, DDoS and firewall services to help ensure the integrity of individual customers. CenturyLink also follows the provisions of the US-EU and US-Swiss Safe Harbor Program to enable the transfer of personal information to the US.

Laptops have restrictions on USB port usage and have encrypted hard drives. Internal data is accessed via VPN and token based systems. Cell phones and tablets can access only public portals, and use mobile device management to enable remote wipe capabilities. Annual Global Information Security Awareness and CPNI data protection training are required for all CenturyLink employees.

CenturyLink isolates data between customers and offers role based access controls and API notifications of events inside a customer's environment. Governance can be structured to prevent unauthorized access to customer data

Data security is enforced with the use of data isolation, encryption, and data lifecycle management. Data autonomy is supported globally in accordance with Safe Harbour compliance. CenturyLink Cloud platforms are engineered to meet rigorous compliance standards. This includes role-based



administration, the use of hardware with no removable media, support for data encryption in transit and at rest, destruction of data on failed drives, and hardware housed in secured physical cages (including ceiling).

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp), and certifications relating to data security, integrity, and other controls.

CenturyLink's Response:

Please see section 6.4.2

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

CenturyLink's Response:

All actions performed by users through the Control Portal — such as provisioning servers, adding public IP addresses and powering-on a server — are logged and auditable. These logs are never deleted, and customers can view access logs on an entity by entity basis.

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

CenturyLink's Response:

CenturyLink Cloud supports governance and delegation of duties across 11 defined user types. These permissions can be delegated out to specific server groups and data centers. Additionally, subaccounts created as a child of the master account can have their own set of controls and limits.

The Permissions Matrix is published here: <https://www.ctl.io/knowledge-base/accounts-&-users/role-permissions-matrix/>

Additional details on subaccounts are located here:

<https://www.ctl.io/knowledge-base/accounts-&-users/creating-a-sub-account/>

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

CenturyLink's Response:



For suspected incidents for a private cloud environment supported with CenturyLink Managed Security Services the CenturyLink Security Operations Center will be engaged to lead investigation efforts. Security incidents may be proactively detected or reactively investigated by the CenturyLink SOC. The SOC will provide proactive customer notification and a timeline with description of the incident. For security incidents in which the customer notifies CenturyLink, the notification will be escalated to the SOC for response. Response timelines to security incidents will follow the managed security service guide definitions.

Refer to appendix A for the Global Operations Service Level Objectives document.

8.6.9 Offeror must describe and identify whether or not it has *any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.*

CenturyLink's Response:

Each CenturyLink Cloud data center is housed within private, caged enclosures. Entry to the data center premises requires an electronic proximity key card. Data center facilities are staffed 24x7x365 and monitored by cameras. An electronic proximity card control portal, biometric scan, and onsite data center personnel provide additional security inside the facility. Only CenturyLink authorized staff are allowed access to the private cage enclosure and they access physical hosts via two factor VPN authentication (SSH or RDP Access with Local administrator/root account and password required). All access is logged in both the control panel and the ticketing system.

8.6.10 *Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS)*

CenturyLink's Response:

All publically available reference architectures are available here:

<https://www.ctl.io/architecture/>

AppFog, CenturyLink's platform based on Cloud Foundry, allows developers to focus on writing applications and not worry about managing the underlying infrastructure. This guide shows how an application can easily be pushed up to AppFog in seconds, resulting in productivity and low operational overhead.

CenturyLink Cloud Network Services is the suite of network connectivity options provided by CenturyLink, CenturyLink Technology Solutions and CenturyLink Cloud. This guide provides a reference architecture about available services, including MPLS, NAS and virtual route forwarding.

Disaster Recovery Architectures & Best Practices

The CenturyLink Cloud provides integrated and custom solutions to protect and rapidly recover data. This guide outlines what is included in the CenturyLink Cloud, and highlights key considerations that must be evaluated to maintain system availability during a disaster event. An overview of CenturyLink SafeHaven Disaster Recovery as a Service (DraaS) is highlighted as well.

Fault Tolerance / Highly Available Services Best Practices

The CenturyLink Cloud is built from the ground up to enable services deployed in any of our data centers to be fault tolerant and highly available. Every aspect of the infrastructure is built with local failure in mind. This overview highlights key pieces of the infrastructure and design around fault tolerance.

High Availability with Microsoft SQL 2014 AlwaysOn

AlwaysOn is a feature in SQL Server 2012 and 2014 that offers flexible and cost-efficient high availability and disaster recovery. It provides automatic recovery from failures, potentially reducing the risk for data loss, while avoiding downtime. This overview highlights the advantages of AlwaysOn with details on how to configure this feature on Microsoft SQL server databases.

Hyperscale Best Practices

New breeds of demanding enterprise applications require the highest level of performance available. Applications such as MySQL, Cassandra, and Hadoop, can take advantage of the fastest CPU, RAM, and storage systems. CenturyLink Cloud Hyperscale servers are comprised of 100% flash storage enabling at least 15,000 IOPS available for applications. In the system overview below some important caveats and design considerations are detailed.

Object Storage

Using CenturyLink Cloud's object storage allows your data to be stored in a secure, highly available and cost effective manner. Objects of any data type can be stored and accessed easily, and with multiple copies across data centers your data will be better protected from data loss. This overview highlights some of the use cases for Object Storage.

SAML for Single-Sign-On Using Windows 2012 R2

CenturyLink Cloud supports the use of Security Assertion Markup Language (SAML), which allows customers to use their own identity management system to authenticate users of the CenturyLink Cloud Control Portal. This reference architecture overview illustrates the steps in the SAML flow for user authentication.

Web Application Architectures & Best Practices

Highly available and scalable web applications are easily configurable in the CenturyLink Cloud. Powerful features provide a scalable, secure, and flexible infrastructure platform that is essential for meeting the demanding needs of the enterprise. CenturyLink Cloud allows for automatic scale up and scale down policies that maximize web application performance and reduces cost and complexity.

8.7 (E) MIGRATION AND REDEPLOYMENT PLAN

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

CenturyLink's Response:

CenturyLink Cloud supports importing and exporting data through portable storage devices into our data centers. All data must be encrypted, the following tools are recommended:

- BitLocker for Windows if using a supported OS version



- GnuPrivacyGuard (GPG) for Windows if BitLocker is not supported
- dm-crypt or GPG for Linux OS variants

We will not accept any portable devices that are not encrypted. We will not ship any data out of the data center that is not encrypted. Data must come from the country in which the data center is located. We will not ship data out of the country of origin.

Portable devices will not be kept for more than 5 days after the transfer is completed. If arrangements have not been made to return the device, the device will be detached and destroyed.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

CenturyLink's Response:

Portable devices will not be kept for more than 5 days after the transfer is completed. If arrangements have not been made to return the device, the device will be detached and destroyed. To initiate a return of data you must:

1. Create a Ticket through the CenturyLink Cloud Ticketing system.
 - Indicate the data center where the portable device will be sent
 - Indicate when the portable device will be sent
 - Provide tracking information for the shipment
2. Ship or deliver the portable device to the data center
 - Your device will be received by the data center team
 - Our team will connect the device to our network and begin the process to export the data and copy the data to the portable device
 - Our team will update the ticket for this request as we progress with the work
 - Once the data is copied and the request is completed, CenturyLink Cloud will encrypt the portable data drive, set a password and ship the device back to the address noted in the request
 - You will receive the password via a different delivery method

8.8 (E) SERVICE OR DATA RECOVERY

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.



a. *Extended downtime.*

CenturyLink's Response:

Response times for non-High Priority Tickets are based upon the Customer's level of support:

Enterprise Support: Less than 30 minutes

Professional Support: Less than 1 hour

Developer Support: Less than 8 hours

Incident Reports: CenturyLink will provide Customer with an Incident Report via e-mail within twenty-four (24) hours for incidents resulting in greater than thirty (30) minutes of downtime. The Incident Report will include: incident date, duration, issue, details of the problem and details of the resolution.

b. *Suffers an unrecoverable loss of data.*

CenturyLink's Response:

CenturyLink would honor the terms of the SLA as described in 5.5.4

c. *Offeror experiences a system failure.*

CenturyLink's Response:

CenturyLink cloud environments are designed to have sufficient resources to withstand the loss of a single physical server node. In the event of planned or unplanned maintenance, instances on the affected node will be migrated to other nodes. Use of vMotion or similar tools reduces any downtime on individual servers. Planned maintenance will be coordinated when possible with customer to lessen the impact of any changes.

d. *Ability to recover and restore data within 4 business hours in the event of a severe system outage.*

CenturyLink's Response:

CenturyLink cloud environments are designed to have sufficient resources to withstand the loss of a single physical server node. In the event of planned or unplanned maintenance, instances on the affected node will be migrated to other nodes. Use of vMotion or similar tools reduces any downtime on individual servers. Planned maintenance will be coordinated when possible with customer to lessen the impact of any changes.



e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

CenturyLink's Response:

Customers frequently request information on the Disaster Recovery and Business Continuity services offered by CenturyLink Cloud. The Matrix below provides a quick, high level guide to the services available as part of our platform or via customization. In order to qualify for Platform DR services a customer must deploy their virtual instances on Premium Storage. Customers should be aware that any combination of these options, per application or per virtual instance, is possible.

FEATURE	PLATFORM DR	BUILD-TO SPEC DR
Recovery Time and Point Objectives	24 Hr RPO / 8 Hr RTO1	Customizable to Client RPO/RTO requirements by application or data center.
Disaster Recovery Data Centers	WA1-Seattle <--> UT1-Salt Lake City IL1-Chicago <--> NY1-New York GB1-Portsmouth <--> GB3-Slough CA2-Toronto --> CA1-Vancouver CA3-Toronto <--> CA1-Vancouver VA1-Sterling <--> UC1-Santa Clara	Source and Destination can be any CenturyLink Cloud Federated Data Center.
Customer Testing	Yes2	Yes, customer-initiated, application-level failover
Data Replication	Premium Storage Virtual Machines on the CenturyLink Cloud platform include a daily backup of the Operating System's running state. Copies are stored locally and at a secondary regional data center.	Customers can create data replication services specific to their application platform using various technologies. These include, but are not limited to, SQL AlwaysOn Availability Groups, SQL Log

FEATURE	PLATFORM DR	BUILD-TO SPEC DR
	These backups are not application aware and as such do not ensure transactional consistency, additional replication methodologies are advised for transactional applications or databases	Shipping, Exchange DAG, DFS, Rsync and others.
Network Failover	No3	Not required, network failover is addressed architecturally as redundant instances deployed in multiple data centers for data replication and rapid activation.
Declaration of Disaster	CenturyLink Cloud	Customer

8.8.2 Describe your methodologies for the following backup and restore services:

a. Method of data backups

CenturyLink’s Response:

For servers running in the public cloud, the CenturyLink Simple Backup Service offers the ultimate in reliability and convenience. You just point-and-click to create backup policies that meet your requirements, and then apply them to the servers in the CenturyLink Cloud. Data is automatically backed up in secure object storage and retained according to the policy. Restores are simple too—just click on a “point-in-time” backup event, and the data will be automatically restored within minutes.

- The Simple Backup Service “just works”—backup operations are completely automated. Data is transferred from your server to secure object storage over the Internet. The backups are stored for as long as you specify.
- Restores are simple—just select the point-in-time backup you want to restore from, click and it’s done.



- Data in transit between the client and the backup infrastructure uses a secure TLS (transport layer security) connection. All backups are fully encrypted for storage and de-encrypted upon restore.
- Create and apply policies for data retention that match common corporate guidelines.
- Customize every aspect of your data backups—including location, frequency of backup, and retention period.
- Supports data sovereignty, with backup sites in the US, Canada, the EU and APAC.
- Store data for as long as required—days, month, or years.
- The Simple Backup Service is integrated with the Control Portal, and API accessible.
- Point-and-click to install the backup agent—no need to SSH or RDP to get started.
- Pay-as-you-go billing—estimates of charges for the services are included in the Control Portal as well.
- Keep backups efficient, by specifying only the file paths you need. Only files in those paths will be backed up. Configure folders to exclude as well.
- Supports both virtual machines and Bare Metal cloud servers on the CenturyLink Platform.

b. Method of server image backups

CenturyLink's Response:

VMware snapshots are part of the cloud platform. Customers can restore servers to previous images by contacting the cloud service desk.

c. Digital location of backup storage (secondary storage, tape, etc.)

CenturyLink's Response:

Data backed up through the Simple Backup Service is backed up to the CenturyLink Cloud storage platform. Users can choose their preferred destination. Customers can choose the target which makes sense for the business needs and governance. Backup target regions tentatively include:

- US East
- US West



d. *Alternate data center strategies for primary data centers within the continental United States.*

CenturyLink's Response:

Please see section 8.8.1.subsection e.

8.9 (E) DATA PROTECTION

8.9.1 *Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.*

CenturyLink's Response:

Server and network data is not encrypted by default. Through the CenturyLink Cloud marketplace, each customer is able to add on services and/or appliances to meet compliance requirements for each application or data set. Marketplace partners include:

- Cohesive – Network Encryption and Security
- Vormetric – File system and DB encryption
- OSSEC – Host based HIDS
- Cavin – Risk and Compliance Analysis
- AlertLogic – Web Security and Threat Management

8.9.2 *Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.*

CenturyLink's Response:

Organizations that are required to comply with the HIPAA can leverage CenturyLink to process, maintain and store individually-identifiable health information or PHI. With the required controls in place in the customer environment (data encryption, access restrictions, etc.), CenturyLink will sign a Business Associate Agreement (BAA) that can be leveraged as part of the customer's overall compliance program.

8.9.3 *Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.*

CenturyLink's Response:

Offeror will instruct employees and contractors of Offeror to follow all data handling guidelines and requirements of the contracting entity as well as employ industry standard logging and event alarming to



detect authorized and unauthorized access to data. Offeror will investigate alarms that indicate unauthorized access to data.

8.10 (E) SERVICE LEVEL AGREEMENTS

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

CenturyLink's Response:

CenturyLink does not negotiate its Service Level Agreements ("SLA"). CenturyLink's SLAs may be found at <https://wwwctl.io/legal/sla/>. Any copies attached in our response are provided for informational purposes only. The CenturyLink online SLA will govern and CenturyLink reserves the right to modify that SLA at any time.

CenturyLink stands behind its services and offers aggressive service level agreements, which are the Customer's sole and exclusive remedies for any service quality or performance deficiency or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the resulting agreement such as infringement, confidentiality, etc. In order for CenturyLink to maintain its ability to offer aggressive service level agreements, CenturyLink must retain the ability to modify its SLAs to reflect and keep up with the changes of an evolving product. By avoiding customization of our SLAs, we retain the ability in keeping our prices very low and very competitive. CenturyLink's approach regarding SLAs is consistent with existing industry standards.

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements. **CenturyLink's Response:**

Please see section 5.5.4.

8.11 (E) DATA DISPOSAL

Specify your data disposal procedures and policies and destruction confirmation process.

CenturyLink's Response:

Failed hard drives are physically destroyed upon removal.

8.12 (E) PERFORMANCE MEASURES AND REPORTING

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99. 9% or greater availability.

CenturyLink's Response:

The standard SLA for CenturyLink Cloud Virtual Servers is 99.99%. Other server options (bare metal, Hyperscale) and services (DBaaS, Object Storage, et al) can vary from 99.9% to 99.99%. Please see the SLA in section 5.5.12 for full details.

8.12.2 *Provide your standard uptime service and related Service Level Agreement (SLA) criteria.*

CenturyLink's Response:

Please see the SLA in section 5.5.4 for full details.

8.12.3 *Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.*

CenturyLink's Response:

CenturyLink Cloud Support - Flexible support options are available for customers of all sizes, with optional add-on Service Engineering support as needed.

Developer

All online sign up customers

- Access to forums, documentation, white papers, and best practice guides (24/7).
- Unlimited break/fix (24/7).
- Tier 1 Support (24/7) via Ticketing.
- Tier 2 Support via Ticketing System (24/7) triaged by a pool of shared engineers.
- Response time to tickets: Less than 8 hours by a pool of shared engineers.

Professional

Default option for contracts

- Access to forums, documentation, white papers, and best practice guides (24/7).
- Unlimited break/fix (24/7).
- Tier 1 Support (24/7) via Ticketing.
- Tier 2 Support via Ticketing System (24/7) triaged by a pool of shared engineers.
- Response time to tickets: Less than 60 minutes by a pool of shared engineers.
- Chat support (24/7) / phone support (24/7).



- Price graduated, based on monthly spend.

Enterprise

Premier level of support

- Access to forums, documentation, white papers, and best practice guides (24/7).
- Unlimited break/fix (24/7).
- Tier 1 Support (24/7) via Ticketing.
- Tier 2 Support via Ticketing System (24/7) triaged by a designated engineer (if on shift), or a pool of shared engineers.
- Response Time to tickets: Less than 30 minutes by a designated engineer (if on shift), or a pool of shared engineers.
- Chat support (24/7) / phone support (24/7).
- Price graduated based on spend, plus price per designated support shift.

Support Roles - CenturyLink offers a comprehensive set of support personnel to meet your diverse needs.

Service Engineers: Operational experts available on-demand, or in blocks of designated time- Available to all Support Tiers.

Service Engineers are front-line engineers focused on day-to-day technical support and service tasks. They are CenturyLink Cloud oriented, knowledgeable on cloud solution architectures, and are available with all support tiers via ticketing.

Shared Service Engineers are available to support customers at all support tiers by default.

Designated Service Engineers are available to customers who purchase additional support at the Professional or Enterprise level. They typically work a shift schedule chosen by the customer. A Shared Service Engineer team is available to provide coverage if a Designated Service Engineer is not on shift.

For Professional and Enterprise support customers, graduated pricing tiers apply. Additional support is then priced hourly, available in 20, 40, 60, 80, 160 hour blocks, and in multiples of 160 hour blocks per month. Service tasks are priced per task.

Tasks performed include:

- CenturyLink Cloud Service Tasks (e.g. VM Import, Dedicated Load Balancer Deployment)
- Operational support

- Ticket & customer request response
- Assist in user account management
- Assist in user creation and management
- Assist in maintaining resource limits
- Network management
- Reporting on overall ticket status
- Communicating platform change
- Providing customers recommended implementation guidance for the CenturyLink Cloud
- Platform environment configuration
- Performance monitoring & analysis using platform capabilities
- Configuration and service deployment

IT Service Management: For support related to operating system, compute, storage, networking, application architecture and design, and other advanced services, consider IT Service Management offering. Additionally, they support general case management across CenturyLink's products, complex solution design, configuration, installation and migration consulting.

Technical Account Managers: Technical Account Managers are your lifecycle business partner and go-to contact for general support. They are part of CenturyLink's Solutions Consulting organization – and as such, can work across the company to find the right mix of skills and people for all of your IT needs.

Professional and Enterprise accounts with large scale configurations are eligible for TAM support at no additional cost.

Tasks performed include:

- Business strategy development
- Executive reviews
- Change management
- Future planning
- Proactive reporting
- Billing (service credits & inquiries)
- Project Management
- Incident Management

- Infrastructure Planning
- Order support & renewal
- Ongoing customer data integrity validation
- Bi-annual metrics evaluation sessions

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

CenturyLink's Response:

SLA Credit Claim: CenturyLink's monitoring systems will log and report service failures that are eligible for service credits. Customer will be notified by the NOC regarding a failure and for failures lasting greater than 30 minutes, Customer will receive an Incident Report per this SLA. CenturyLink will issue to the Customer appropriate service credits for the failure as defined in this SLA (Credit Limitations and Credits Issued sections) and the MSA (Service Levels section).

If a Customer believes that a service failure occurred and/or they were not issued service credits appropriately then the Customer must open a support ticket (a "Ticket") through the Control portal or by email to noc@ctl.io and request any credits by accurately detailing the credit request within 45 days of the failure in question. False or repetitive claims are also a violation of the Services Agreement and may be subject to service suspension. Customers participating in malicious or aggressive Internet activities, thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be deemed in violation of the [Acceptable Use Policy](#) posted on the Website.

Credit Limitations: The minimum period of failure eligible for a credit is 15 minutes, and shorter periods will not be aggregated. The maximum credit shall not exceed one hundred percent (100%) of Customer's fees for the Service feature in question for the then-current billing month. In the event that multiple periods of failure overlap in time, credits will not be aggregated, and Customer will receive credit only for the longest such period of failure. In the event that a single incident calls for credits pursuant to multiple parts of this SLA, CenturyLink will award credits for all Service features impacted in a single incident. The maximum credit during a single calendar year, for all Service features combined, is four months' Service fees, regardless of the length of failure or the number of occurrences. The period of failure for Server Uptime, Network Performance and Domain Name Services (and services above) begins when Customer opens a Ticket and ends when the failure is remedied.

Credits available pursuant to this SLA apply only to future service delivery. CenturyLink is not required to provide refunds pursuant to this SLA. If Customer retains a credit balance on termination of the account in question, such credit is forfeited. Notwithstanding the foregoing, credits will not be applied against fees for professional services, bundled support or setup fees.

Notwithstanding any provision to the contrary in this SLA, the following do not constitute failures: (1) downtime during planned maintenance (as defined above) or Emergency Maintenance (as defined below) periods; (2) outages caused by acts or omissions of Customer, including its applications, equipment or facilities, or by any use or user of the Service authorized by Customer; (3) outages caused by hackers, sabotage, viruses, worms or other third party wrongful actions; (4) DNS issues outside of CenturyLink's control; (5) outages resulting from Internet anomalies outside of CenturyLink's control; (6) outages resulting from fires, explosions, or force majeure; (7) failures during a "beta" period; (8) any suspension of Service pursuant to the Agreement; or (9) the unavailability of required Customer personnel, including as a result of failure to provide us with accurate, current contact information. Customer will not be eligible to receive any otherwise applicable service credits if Customer is in breach or default under any provisions of the Agreement at the time the service level failure(s) occurred or at the time when such service credit is requested by Customer until such breach is cured, at which point the service credit will be issued.

"Emergency Maintenance" refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by CenturyLink in its sole discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses/worms. CenturyLink will exercise reasonable efforts to inform Customer in advance before interrupting the Service for Emergency Maintenance, but such notice is not guaranteed and failure thereof does not constitute failure.

Limitations: This SLA provides Customer's sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind. To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. This SLA does not cover (without limitation): (a) network performance to Customer's physical location or Internet access point (such as a local DSL/cable modem); or (b) failures due to denial of service attacks.

Credit Issued: For all SLAs, CenturyLink issues service credits at a credit factor of 45 times the hourly cost for every hour of downtime. The service credit formula is as follows:

- Hours of Credit Eligible Downtime x Credit Factor x Product and/or Service Hourly Cost = Service Credit.
- Credit Eligible Downtime = Time (in hours) past the SLA greater than 15 minutes excluding allowable downtime
- Credit Factor = 45
- Product and/or Service Hourly Cost = Customer's billing rate/hour during period of downtime
- For example, a Virtual Server (99.99% SLA) that has a failure lasting 1 hour 45 minutes will be credited as follows:

- 1 hour 45 minutes – 4 minutes for allotted downtime is 1 hour 41 minutes or 1.68 hours
- 1.68 hours x 45 credit factor x \$ 0.45/hour = US \$34.02

8.12.5 Describe the firm's procedures and schedules for any planned downtime.

CenturyLink's Response:

At certain times planned maintenance is required on CenturyLink Cloud that can cause service disruption. Maintenance services can affect the Public Network, Private Network, Control portal, Virtual Servers, Cloud Storage, Security and other services. CenturyLink will notify Customer of planned maintenance service and will work with the Customer to resolve any issues that they may have with the maintenance service. CenturyLink will provide at least 48 hour notice to Customers for potentially disruptive maintenance activity via email. Potentially disruptive activity includes maintenance where CenturyLink cannot remove or migrate the live Customer data from the target system but it is expected that the maintenance will have no customer impact. CenturyLink will provide at least 96 hour notice via email to Customers for disruptive maintenance activity that will cause a noticeable outage to Customers.

8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

CenturyLink's Response:

Please see the SLA in section 5.5.4 for full details.

8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

CenturyLink's Response:

Comprehensive monitoring and reporting across memory, CPU, disk usage, and server performance at the Group level always keep you up to date. And while alert thresholds are set at the top Group level and then inherited, they can be easily overridden by administrators for any lower level as needed to meet unique alert requirements. Additional system reporting provides insight into support events, ticketing, and hourly and predicted monthly costs.





8.12.8 Ability to print historical, statistical, and usage reports locally.

CenturyLink's Response:

Billing and access reports are stored online and easily printable. Server usage and utilization is presented in a "real/recent" time format. Historical and statistical data for servers/services deployed may require a third-party tool such as New Relic available from the Cloud Marketplace.

8.12.10 Offeror must describe whether or not its on-demand deployment is supported 24x365.

CenturyLink's Response:

Outside of planned or emergency maintenance windows, CenturyLink Cloud deployment is available 24x365.

8.12.11 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

CenturyLink's Response:

Outside of planned or emergency maintenance windows, CenturyLink Cloud scaling is available 24x365.

8.13 (E) CLOUD SECURITY ALLIANCE

Describe your level disclosure of compliance with CSA Star Registry for each Cloud solutions offered.

a. Completion of a CSA STAR Self-Assessment, as described in Section 5.5.5

CenturyLink's Response:

CenturyLink Cloud IaaS and PaaS are compliant with this requirement. CSA Star Registry forms are included in this response as a separate attachment.



b. *Completion of Exhibits 1 **and** 2 to Attachment B.*

CenturyLink's Response:

CenturyLink Cloud IaaS and PaaS are compliant with this requirement. CSA Star Registry forms are included in this response.

c. *Completion of a CSA STAR Attestation, Certification, or Assessment.*

CenturyLink's Response:

CenturyLink has completed the Self-Assessment of the CCM and CAIQ forms, which are included as a separate response.

d. *Completion CSA STAR Continuous Monitoring.*

CenturyLink's Response:

CSA Star Continuous Monitoring program is still under development. CenturyLink will review this program once made available.

8.14 (E) SERVICE PROVISIONING

8.14.1 *Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.*

CenturyLink's Response:

Expedite Request Fee: If Customer requests that CenturyLink accelerate a Service Delivery Date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the Service Delivery Date identified by the order/project manager and documented in CenturyLink's order management system.

8.14.2 *Describe in detail the standard lead-time for provisioning your Solutions.*

CenturyLink's Response:

Cloud servers generally provision in 15 minutes or less. Other traditional infrastructures timelines vary. CenturyLink categorizes these services in three ways. FastTrack, Streamlined and Complex. Examples of the service order types are below.

- o Cloud Provisioned – On Demand



- Cloud VMs
- DBaaS
- Cloud Blueprints – Cloud Ecosystem Partners
- Shared Load Balancers
- Bare Metal Servers
- Cloud Object Storage
- AppFog PaaS Environment
- Docker containers
- FastTrack – 5 days or less
 - Dedicated CLC Load Balancer
 - Cross Connects
 - Dedicated VMs (12)
 - Dedicated Storage (4TB)
- Streamlined – 30 days or less
 - CenturyLink Dedicated Cloud Nodes
 - Physical Managed Servers (12)
 - VMs (32)
 - Managed Databases (not including CLC DBaaS)
 - Dedicated Firewalls
 - VPNs
 - Colocation
- Complex – Variable
 - CenturyLink Cloud Private
 - WAN Networking components
 - Custom managed service applications

8.15 (E) BACK UP AND DISASTER PLAN

8.15.1 *Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.*

CenturyLink's Response:

Backup retention periods are customizable and set to meet customer needs.

8.15.2 *Describe any known inherent disaster recovery risks and provide potential mitigation strategies.*

CenturyLink's Response:



CenturyLink can provide professional services to evaluate customer risks and mitigation. These services include:

- Readiness Assessment
- Strategy / Planning
- Enablement
- Audit

Platform Disaster Recovery is inclusive as a standard feature of the CenturyLink Cloud with 24 Hr RPO/ 8 Hr RTO. Premium Storage VMs on the platform include a daily snapshot of the Operating System's running state.

Build-to Spec Disaster Recovery is also available with customizable RPO/RTO requirements by application or data center. Source & destination can be any CenturyLink federated data center.

8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

CenturyLink's Response:

Please see section 8.8.1.subsection e.

8.16 (E) SOLUTION ADMINISTRATION

8.16.1 Ability of the Purchasing Entity to fully manage identity and user accounts.

CenturyLink's Response:

Purchasing Entity can manage and maintain ACLs using the CenturyLink account portal and the CenturyLink Cloud portal.

8.16.2 Ability to provide anti-virus protection, for data stores.

CenturyLink's Response:

Anti-virus can be provided on any CenturyLink managed server across the entire cloud and managed hosting platform.

8.16.3 Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.



CenturyLink's Response:

All virtual machines can be exported. Any other data stores can be exported into an appropriate raw format. Exports can be requested through the cloud support task and are considered an extra expense.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

CenturyLink's Response:

Each participating entity will engage with CenturyLink individually, allowing full customization of solution, service, and support needs. The solution can be distributed logically and physically across geographical regions as required, with multi-zone redundancy supported within the United States.

8.16.5 Ability to apply a participating entity's defined administration policies in managing a solution.

CenturyLink's Response:

Each entity will have full control of governance, access control, and security for their respective environments. Multiple levels of control are available for physical and logical access to each customer deployed infrastructure. Change control and areas of responsibility procedures are documented in each service's service guide.

8.17 (E) HOSTING AND PROVISIONING

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

CenturyLink's Response:

Extensive documentation is provided on the CenturyLink Cloud Portals for CLC and DCC. Service guides for each product provide additional information on server and service provisioning. Additionally, CenturyLink does have reference guides for building certain types of application environments.

8.17.2 Provide tool sets at minimum for:

- 1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)*

CenturyLink's Response:

Servers and other cloud resources can be deployed via the portal or via cloud API. The cloud server API includes all of the operations necessary to create, modify, delete, snapshot, archive, restore, and issue



power commands against a server. CenturyLink Cloud is based on the VMware kernel and is built to Cloud Foundry specifications. CLC and DCC are compatible with vRealize provisioning tool from VMware. CenturyLink also has created an open source, cross platform cloud automation service called Runner for managing provisioning in CLC, other public clouds and even on-premise infrastructure.

2. *Creating and storing server images for future multiple deployments*

CenturyLink's Response:

Deployed servers can be converted to templates and modified. These templates may include customization, software packages, security templates or other components. Server provisioning, OS and software configuration, and application installation can all be scripted into Cloud Blueprints. The orchestration software makes it easy to deploy solutions, reducing operational support costs and speeding time to implementation.

3. *Securing additional storage space*

CenturyLink's Response:

Cloud server storage can be deployed and modified using the self service portal or Cloud API.

4. *Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).*

CenturyLink's Response:

CenturyLink managed servers will report back performance and availability monitoring details to a centralized portal. Metrics such as CPU, memory and disk usage are automatically monitored and reported for each individual server. Additional custom monitors may be deployed by contacting the NOC.

Customer managed servers will require third-party tools available from Cloud Ecosystem Partners.

8.17.3 *Ability to provide IaaS, PaaS, and SaaS solutions as defined service offerings with established rate structures*

CenturyLink's Response:

CenturyLink Cloud provides IaaS and PaaS services. CenturyLink managed services and Cloud Marketplace supports SaaS services. Please see each section below for details.



Infrastructure as a Service (IaaS)

Whether you're looking to offload a few virtual machines, create new applications, or migrate legacy workloads, CenturyLink Cloud infrastructure and management tools offer you a more enterprise-ready path to the cloud. Built on VMware vSphere 5 technology, CenturyLink Cloud delivers:

<i>High-Performance Virtual Servers</i>	Enterprise-grade virtual servers available on-demand. Customers may deploy in nine data centers around the world with any combination of operating system, storage and memory.
<i>Block Storage</i>	SAN-based storage designed for business applications and high-performance database applications. Adjust storage properties for each VM in real-time and on the fly.
<i>Built-In Disaster Recovery</i>	Each VM includes standard disaster recovery, with five days of rolling backup via "snapshots". Premium storage includes 14 days of backup at a secondary data center.
<i>Object Storage</i>	Flexible storage for images, web apps, database backups and snapshots. Store any object securely, with automatic geographic redundancy and high availability.
<i>Self-Service Enterprise Networking</i>	Multiple networking features to support advanced deployments and configurations. Direct Connect, load balancing, VPN, and firewalls are all available to be created and managed by the customer.
<i>Cloud Management</i>	Easy to use online portal to create, manage, and delete cloud resources. Includes several built-in features to automate routine IT activities like patching.
<i>API Library</i>	Comprehensive APIs to integrate CenturyLink Cloud services with other IT systems.
<i>Account Management and Billing</i>	Supports enterprise hierarchies and subaccounts. Organize deployments by department or function. Detailed billing and invoicing included.

Enterprise-grade - CenturyLink Cloud delivers the full range of features that you expect in an Enterprise Cloud environment:

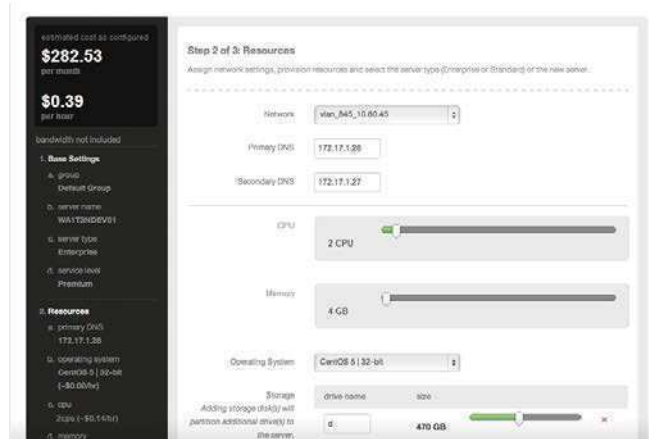
<i>Flexible</i>	Spec and build virtual machines (VMs) to specific requirements, instead of choosing between pre-configured options.
<i>Enterprise-Level Security</i>	Your data on CenturyLink's virtual private servers (VPS) are protected by our "defense in depth" security model - satisfying rigorous enterprise security standards without costly add-ons.
<i>High Performance</i>	Our cloud infrastructure is optimized across the stack for high performance - from premium hardware to custom performance enhancing technologies.

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- Global Footprint* Choose where your apps and data reside. Build and manage VMs across 9 interconnected data centers in the US, Canada, UK, and EMEA.
- Compliant & Audited* Our platform is SSAE 16 SOC2 Type 2 certified, and we've helped customers comply with industry regulations like HIPAA.
- SLAs* We've got one of the most rigorous SLAs in the industry.
- Disaster Recovery* Built-in disaster recovery solutions reinforce our highly redundant infrastructure.
- High Availability* We include powerful load balancing and redundancy features that improve uptime.
- Outstanding Support* An expert engineer with deep experience architecting and managing complex environments is just a call or click away.

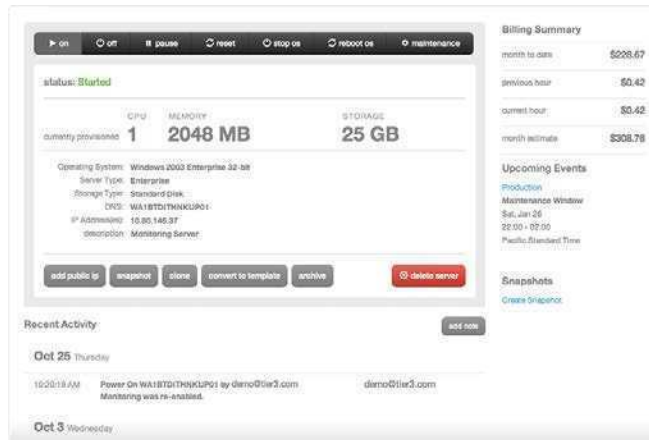
Dynamic control - CenturyLink Cloud enables comprehensive control of your Cloud environment:

- On-demand provisioning of high-performing virtual private servers (VPS) with any combination of operating system, storage and memory.

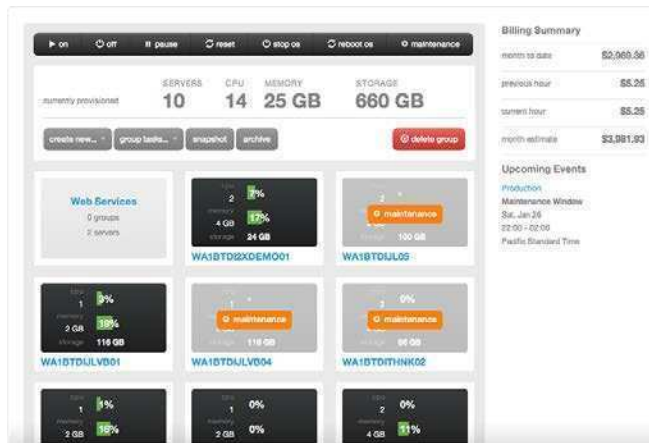


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- Access and control all servers through our web-based interface. Execute power operations, assign ip addresses, or view activity history.



- Logically group servers together, see an overview of resource usage, or execute power operations across a group of servers.



Flexibility and control - Build virtual servers to meet your specific requirements, rather than choosing from a rigid set of pre-configured options. Our VMs are consumed and billed on an hourly basis.

Component	Features	Pricing
CPU	Up to 16 vCPUs	Hourly per vCPU
Memory	Up to 128 GB RAM	Hourly, per GB
Storage	Up to 1024 GB local	Hourly, price per GB allocated
Orchestration	Use Blueprints to build an unlimited number of deployable “templates” including VM specs, operating systems, software packages, and scripts. Deploy on-demand.	Included
Infrastructure Management	Conduct routine infrastructure administrative tasks, including maintenance and bulk updates.	Included



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Infrastructure Monitoring	Comprehensive monitoring and reporting across memory, CPU, disk usage, and server performance.	Included
Account Management	Track cloud usage with categories that match their organizational structure. This simplifies billing across different divisions.	Included
Autoscale	Manage and apply CPU Autoscale policies for cloud servers. Automatically scale up and down based on user-defined thresholds.	Included
Application Performance Monitoring	Comprehensive web application performance monitoring with detailed dashboards and tracing to pinpoint areas for improvement.	Included
Security	"Defense in depth" security model, with safeguards at multiple levels.	Included

Optional features - The following products are available for customers with advanced requirements. They may be added to a single VM or groups of VMs.

Component	Features	Pricing
Networking	Supports data transfer over public Internet interfaces. Note: there is no charge for internal data center traffic.	Cost on a 95/5 basis
Data Backup	Set custom retention policies for data stored on VMs.	Cost per GB used
Disaster Recovery / Business Continuity	Off-site replication to a secondary data center for the 2 most recent backups. Service Level Agreements for RTO and RPO are also available.	Cost per GB used & network bandwidth consumed for replication
Storage	A vSAN for large library or shared storage applications.	Hourly, per GB allocated
Virtual Load Balancing	Citrix Netscaler virtual load balancer.	Monthly, per virtual
CDN	CDN delivery services from multiple providers.	Appliance instance. Different sizes are available.
IPSEC VPN	Persistent point-to-point VPN tunnel.	Cost per GB

Operating Systems - CenturyLink's cloud servers are preconfigured with an ever-growing list of operating systems. We work with our partners and community to provide you with the most choice possible. You are also empowered to use our bundling tools to upload your own operating systems. The operating systems currently available to use with your servers include:

Operating System

32-bit

64-bit

ubuntu

Windows



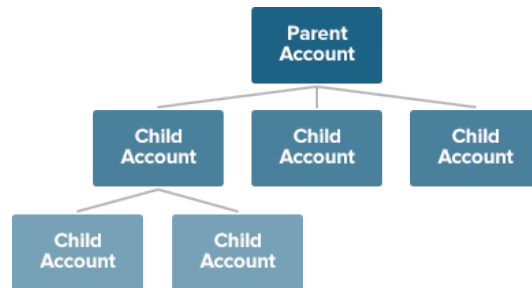
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Centos 5	X	X
Centos 6	X	X
Debian 7		X
RedHat Enterprise Linux 6	X	X
Ubuntu 10	X	X
Ubuntu 12	X	X
Windows Server 2003 R2	X	X
Windows Server 2008 R2		X
Windows Server 2012		X

Common tasks simplified - We've simplified the most common and important tasks that our customers need to perform. Our built-in cloud computing management, automation, and orchestration capabilities help keep your business running smoothly while significantly reducing your operational burden. In fact, CenturyLink Cloud is just as easy to manage whether you have one server or 100. That means our solution not only scales for your business, it also scales around your most valuable resource - your people.

Server management is a critical function often just bolted on to a cloud "solution." But not with the CenturyLink Cloud. Cloud management permeates our entire platform and is front-and-center in our Control Portal. System administrators have all the tools needed to easily manage servers, getting more done in less time. Customers can also choose to perform the same cloud management operations through a comprehensive web service API. We're among the first in the industry to offer complete account, user, and billing management operations.

Account Management: Creating IT-as-a-Service with chargebacks - We make it easy to define a master "parent" account and then spin up independent sub-accounts that are managed and billed separately. Create users, define permissions, and select payment methods for each account and sub-account. See total charges from the parent account while delivering targeted invoices to each sub-account holder.

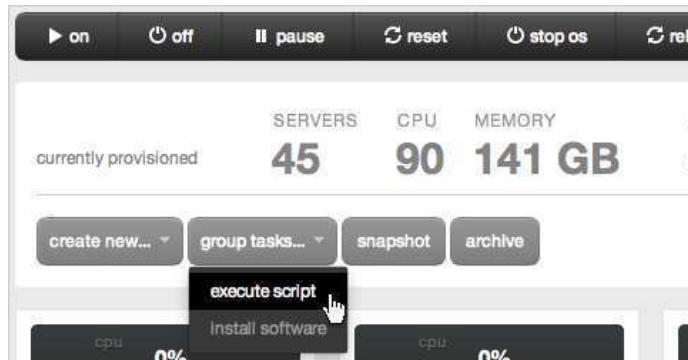


Group Management - Group Management enables powerful control over your environment, making for more stable, efficient operations.



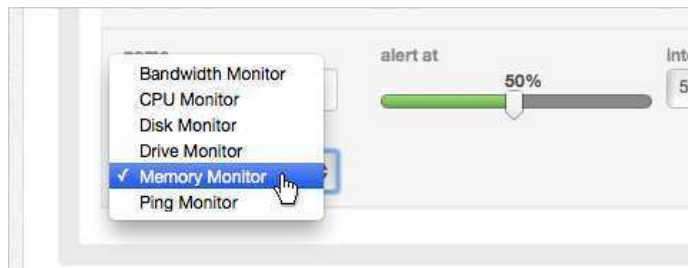
Group Actions

There's no need to waste time manually powering or configuring individual servers. CenturyLink Cloud lets you reboot every server in a group with a single command. Execute a PowerShell script that disables a Windows Service on a dozen servers at once. Groups support a full range of power cycle activities and let you archive, snapshot, or install software across any and all servers in a group. This saves time, reduces the opportunity for human error, and empowers enterprises to spend more time optimizing their cloud, and less time configuring it.



Monitoring and Reporting

You'll never have to wonder about the performance and health of your CenturyLink Cloud servers. Comprehensive monitoring and reporting across memory, CPU, disk usage, and server performance at the Group level always keep you up to date. And while alert thresholds are set at the top Group level and then inherited, they can be easily overridden by administrators for any lower level as needed to meet unique alert requirements. Additional system reporting provides insight into support events, ticketing, and hourly and predicted monthly costs.



Scheduled Tasks

Set scheduled tasks across groups and individual servers to for routine server functions for better environment administration.

- Archive
- Delete
- Pause
- Power On
- Reboot
- Shutdown
- Create Snapshot
- Delete Snapshot

status	task	scheduled for
	power on	Fri, Jun 29, 2012 at 12:08 PM

status	task	scheduled for
on ▾	Reboot ▾	Sep 26, 2012 00 ▾ 00 ▾ (GMT-08:00)

	power on	Fri, Jun 29, 2012 at 12:08 PM
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Permissions Management

Secure each individual group through the use of permission policies. Allow or deny individual users from making changes to servers or settings within a particular group. Leverage inherited permission policies to define global access and introduce per-group changes whenever needed.

user	permission
John Acme ▾	Full Control



*Resource
Governance*

Define default server configurations that match your typical organizational needs. Set up preferred storage amount, operating system, CPU, and memory for servers added to the group. Define group-level allocation limits to ensure that users don't overprovision servers and create unexpected usage charges. Governance controls encourage enterprises to set up groups for each department and empower them to define the capacity limits that match their individual needs and budget.

Blueprints - With Blueprints, you can deploy complex cloud environments with a single click. Our comprehensive infrastructure orchestration technology eases deployment of best-practice environments to the CenturyLink Cloud. You can model complex environments as repeatable templates, or Blueprints, to lower costs, decrease time to market, and establish consistency for even the most complex environments.

For administrators, the real challenge isn't building servers, it's building application environments made up of multiple tiers of networked servers, all running highly configured software. It can be time-consuming, error prone, and dependent on the availability of infrastructure networks. Cloud Blueprints eliminate these issues.

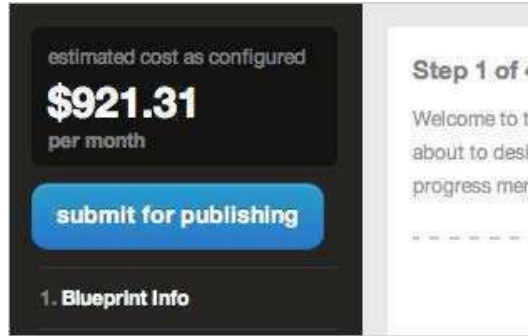
Cloud Blueprints create reusable templates out of complex environments including servers, software, operations and scripts, all arranged in a proper order and saved to a library. Each Cloud Blueprint can be deployed over and over again to the CenturyLink Cloud resulting in a rapid, reliable way to maintain uniform, best-practice environments.

In particular, Cloud Blueprints help organizations that spend a great deal of time creating the same type of environments regularly – software vendors, system integrators, or enterprise IT departments, for example.

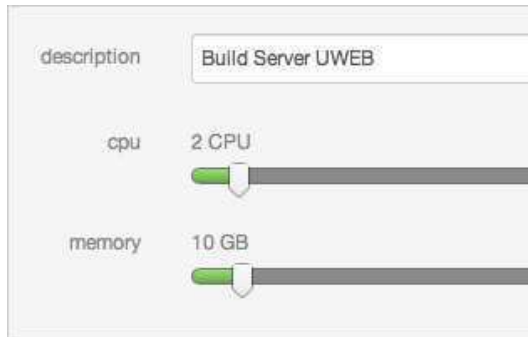


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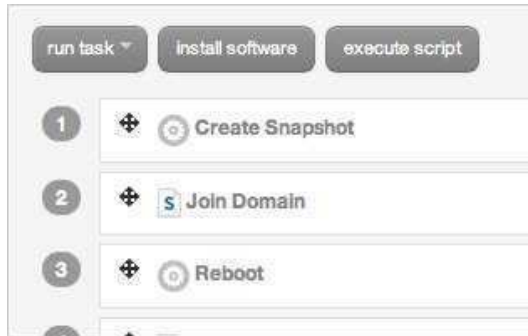
- Step-by-step, web-based wizards for both building and deploying Cloud Blueprints. The wizard displays all deployment requirements and estimated costs.



- Support for Linux and Windows machines, with any combination of memory/CPU/storage allocations.



- Your choice of design-time or deploy-time configuration parameters.



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- Install public or private software that you've uploaded onto servers.



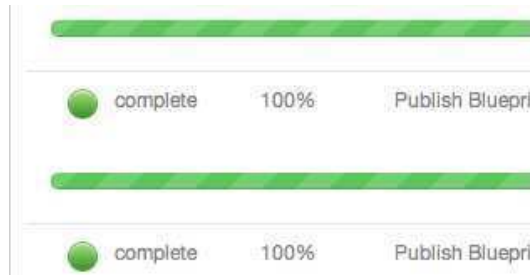
- Shared settings that mark a Cloud Blueprint as public, private shared, or private.



- "Tags" for Cloud Blueprints with relevant metadata to aid in later discovery.



- Sophisticated progress monitoring of Cloud Blueprint deployment.



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▪ Sample Cloud Blueprint library



CenturyLink Cloud support - CenturyLink Cloud support tiers include:

	Developer	Professional	Enterprise
Forums, Documentation, White Papers, Guides	X	X	X
Unlimited Break/Fix (24/7)	X	X	X
Tier 1 Support (24/7)	Ticketing	Via Ticketing, Chat, Twitter, Email, Phone	Via Ticketing, Chat, Twitter, Email, Phone
Tier 2 Support via Ticketing System (24/7)	Triaged by a pool of shared engineers	Triaged by a pool of shared engineers	Triaged by a pool of shared engineers
Response Time	< 8 hours	< 60 minutes	< 30 minutes
Cloud Technical Service Engineer	N/A	Option for Shared or Designated	Option for Shared or Designated
Price	Included	Graduated, based on monthly spend	Graduated, based on monthly spend

CenturyLink Cloud Technical Service Engineer - Provides day-to-day support, proactive advisory services, account management, and more.

	Shared	Designated
Named Contact	X	X
Contract Terms	Annual	Annual
Hours Allowed Per Month	Purchased in Blocks (20/40/60/80 hours)	160
Travel Costs	Additional	Additional
Quarterly Reviews	X (Travel extra)	X (Travel extra)



CenturyLink Cloud Service Tasks - Network engineers standing by to perform specific platform activities. Provided at a fixed hourly rate; project cost & SLAs depends on complexity. Sample tasks include:

- VM import
- Dedicated load balancer deployment
- Deploy custom OpenVPN servers or configurations
- Deploy site-to-site VPN tunnels
- Data import / export
- Usage reporting
- VM transfer from one CenturyLink Cloud data center to another
- Disaster Recovery testing
- CenturyLink Cloud Server creation
- Blueprint development
- VMware Virtual Appliance deployment

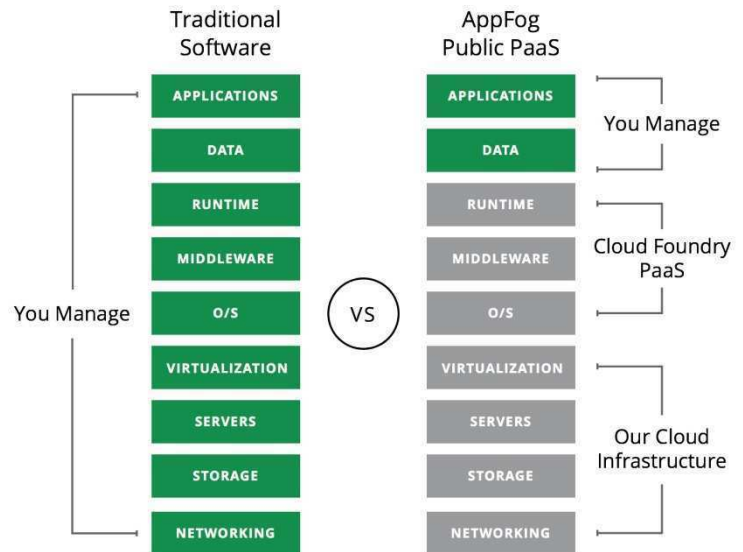
Platform as a Service (PaaS)

AppFog PaaS - AppFog, CenturyLink's Public Platform-as-a-Service (PaaS), enables developers to focus on writing great applications, without having to worry about managing the underlying infrastructure. The result is increased agility and productivity, more efficient use of resources, and a simplified deployment and management experience.

Instead of spending time provisioning servers, setting up databases, configuring web servers or updating firewalls, AppFog users simply deploy their modern, cloud-ready applications to a blazingly fast, robust, multi-cloud PaaS. AppFog supports the most popular runtimes and frameworks, and includes automatic load balancing, built-in varnish caching, easy to use scalability, automatic updates and more.

AppFog highlights include:

- Open* Based on Cloud Foundry v1, AppFog is Cloud Foundry Core compatible which means that you can confidently migrate your CFv1 applications from any other Cloud Foundry provider.



Many Options

AppFog supports many frameworks and services - choose the right technologies for your apps, including Ruby on Rails, Spring, Grails, Django, and more.

Services Compatibility

Application services include MySQL, PostgreSQL, MongoDB, RabbitMQ and Redis.

Designed for Developers

AppFog was designed for Developers, by Developers. It's rich, user-friendly UI and command-line interface allow you get to get things done quickly and focus on building world-class apps instead of configuring servers.

Multi-Cloud

Specify either CenturyLink Cloud or Amazon Web Services deployment as targets.

Multi-language Support

For PHP, Java, Ruby, Python, and Node.js.

The AppFog Platform-as-a-Service Developer-focused ecosystem facilitates agile development and removes barriers that slow innovation. It is ideal for many common enterprise workloads. Consider these three cases:

Custom, Line-of-Business Web Applications

Enterprise data centers are bursting with key web applications that were custom built for each business unit. Many of these apps sit on underutilized, dedicated hardware that wastes space and money. By moving these applications to Platform-as-a-Service, customers can take advantage of multi-tenancy while not sacrificing the uptime or reliability of these critical applications.

In addition to migrating existing business applications, enterprises are increasingly looking to cloud services to host new, modern web applications. These services encourage a rapid, agile delivery of web applications. Specifically, AppFog gives developers their choice of programming language and framework to use.



Temporary Applications As the speed of business continues to increase, the pressure is on IT departments to deliver software even faster. Traditional means of deploying software to dedicated servers makes it difficult to rapidly prototype solutions or quickly publish temporary or seasonal web applications. Applications can be deployed to AppFog in seconds and inherently have the enterprise-grade support needed for reliable, global applications that may be online for months or years.

Internet-Facing Applications Each AppFog applications has unique URL, which can be mapped to a custom domain, enabling AppFog to host numerous public-facing web properties that are dispersed throughout enterprise IT departments. Thanks to its support for the most popular web application frameworks, AppFog can host a diverse range of public websites while providing the deep performance analytics that enterprise customers demand.

AppFog specifications include:

Supported Run-times		
Run-time	Version	Description
<i>Python</i>	2.7.3	Programming language that lets you work more quickly and integrate your systems more effectively.
<i>Java</i>	1.7	Programming language and computing platform that powers many state-of-the-art programs.
<i>Ruby</i>	1.8.7, 1.9.2, 1.9.3	A dynamic, open source programming language with a focus on simplicity and productivity.
<i>PHP</i>	5.3.10	General-purpose scripting language that is especially suited for Web development and can be embedded into HTML.
<i>Node.js</i>	0.4.12, 0.6.17, 0.8.14, 0.10.22	Platform for fast, scalable network applications.
Supported Frameworks		
<ul style="list-style-type: none"> ▪ Ruby on Rails 3.2 ▪ Ruby Sinatra ▪ Java Grails.js ▪ Java Spring ▪ PHP Thinkup ▪ Python Django ▪ Python Flask 		

Software as a Service (SaaS)

Apache Tomcat Application Server (Tomcat)

Apache Tomcat is an open source software implementation of the Java Servlet and JavaServer Pages technologies. As a collaboration of best-of-breed developers from around the world, Apache Tomcat has rapidly become one of the leading Web servers.

Most Java-based Web applications are or need to be simple. In fact, between 60 percent and 80 percent of Java developers only need simple Java Web apps (JSP/Servlets) making the Tomcat Web application server the ideal Java based, web application and indeed the deployment tool of choice for the majority of Java developers.

With a license cost of zero, Tomcat is fast, simple and ubiquitous. Its flexibility and agility also make it ideally suited for use in cloud environments.

With an excess of 10 million downloads claimed, as well as installations in more than half of the global Fortune 500, Tomcat holds a near market share monopoly in the simple Java Web application server space.

Service features include:

- Asset management
- Licensing
- Patch updates
- Service upgrades
- Installation and configuration
- Performance monitoring and tuning
- Application management
- Capacity planning
- Backup and disaster recovery

Apache Web HTTP Server

CenturyLink has designed its Apache Web HTTP Server to be a fully managed application within the CenturyLink hosting portfolio.

The Apache Web server application offers a reliable, high-performance and secure vehicle for delivering HTTP content to end users. It is hosted on the CenturyLink Managed Hosting platforms within a CenturyLink data center and is delivered across the Multiprotocol Label Switching (MPLS)-enabled Application Transport Network (ATN). The significance of this is availability: CenturyLink has built redundancy into its data centers and network infrastructure to ensure customer applications are highly available. And since CenturyLink manages the entire infrastructure, businesses are free from administering time intensive tasks like patch deployment and system monitoring.

CenturyLink's certified Apache IT professionals are able to offer a wide range of server and operating system configurations based on its rich experience as a hosting provider. CenturyLink's experts are able to accommodate any number of Apache deployments, from a simple, single instance to broader, complex solutions that require Web site creation, ongoing site management and custom monitoring - all of which are available through CenturyLink Professional Services.

For customers with multiple Apache Server nodes, CenturyLink can deploy replication technology to these environments as an add-on service. Replication facilitates copying content from one Apache node

to another, so that both servers are able to offer identical resources to users. CenturyLink provides replication services in two configurations: local and remote.

Local replication enables customers to deliver content on multiple nodes within the same CenturyLink data center; remote replication provides the same functionality in solution architectures that involve multiple geographically diverse CenturyLink data centers.

Managed Microsoft® IIS

The MS-IIS Web server application offers a reliable, high performance and secure vehicle for delivering HTTP content to end users. It is hosted in a CenturyLink Data Center and delivered across the MPLS enabled Application Transport Network (ATN). The significance of this is availability: CenturyLink has built redundancy into its data centers and network infrastructure to ensure customer applications are highly available. And because it's managed by CenturyLink, businesses are free from administering time-intensive tasks like patch deployment and system monitoring. What's more, CenturyLink has the breadth of expertise to accommodate any number of IIS deployments, from a simple, single instance to broader, complex solutions that require website creation, ongoing site management and custom monitoring - all of which are available through CenturyLink Professional Services.

For customers deploying multiple IIS nodes, CenturyLink can deploy replication technology to these environments as an add-on service. Replication facilitates copying content and configuration settings from one IIS node to another, so that both servers are able to offer identical resources to users. CenturyLink provides replication services in two configurations, local and remote. Local replication enables customers to deliver content on multiple nodes within the same CenturyLink data center while remote replication provides the same functionality in solution architectures that involve multiple, geographically diverse CenturyLink data centers.

Service features include:

- Software installation and configuration
- Monitoring and problem resolution 24/7 (18 monitors)
- Published performance statistics (21 metrics)
- Software updates
- Local or remote content replication

IBM® WebSphere® Application Server

As one of the leaders in the application server market, the IBM WebSphere Application Server offers businesses a J2EE compliant platform for assembling, deploying and managing on-demand web applications that are part of a service oriented architecture (SOA) environment. Embedded in more than 200 IBM products with more than 3,600 partner applications available, WebSphere delivers a highly efficient middleware application solution with a robust set of tools that simplify the administration of your application environment and improve speed to market.

CenturyLink has built its managed IBM WebSphere application into its management fabric, making it easily accessible through the CenturyLink customer portal and enabling businesses to combine powerful tools like Application Performance Monitoring to gain further insight and control over the transactions between Web, middleware and database tiers.

At CenturyLink, we have considerable experience deploying and managing IBM WebSphere in some of the most dynamic web environments in the market today. Choosing CenturyLink means that you can:



- Significantly reduce time spent managing incidents and problems.
- Minimize exposure to Internet-based attacks.
- Enable your development staff to focus on taking care of customers, not the application server environment.

Service features include:

- Asset management
- Licensing
- Patch updates
- Service upgrades
- Installation and configuration
- Performance monitoring and tuning
- Application management
- Capacity planning
- Backup and disaster recovery

Managed IBM® WebSphere® Commerce

CenturyLink provides eCommerce solutions built on the IBM WebSphere Commerce platform that include consulting, technology, security, and network services supported by best practices to keep your sites optimized for peak performance - implemented quickly and affordably. With 30% of the top Fortune 100 brand websites and 400 million mobile web pages hosted, CenturyLink has the eCommerce expertise needed to turn your online channels into a competitive advantage.

CenturyLink's eCommerce solutions combine CenturyLink's enterprise-grade global infrastructure and secure network connectivity with IBM WebSphere Commerce, an industry leading enterprise eCommerce platform for B2B and B2C, in a fully hosted and managed offering. Designed to deliver an exceptional customer experience, the solutions include:

- Expert Consulting services
 - Business assessment, strategic planning, solution identification and standard reference architecture designs for both production and QA environments.
- Application Development, Migration and Systems Integration
- Proven Managed Application Services, eCommerce experts provide:
 - IBM WebSphere Commerce software and licenses.
 - Implementation and configuration of required operating systems, application servers, databases, web servers.
 - Post-installation testing.
 - Ongoing application management including system patches, updates, hotfixes, license management, change management, and user account setup and management.
 - Application performance and end user experience management options.

- Proactive transaction and site monitoring and advanced monitoring of third -party integration and site availability.
- Monthly subscription-based pricing.
- Proactive technical support, 24/7 help desk, and designated Client Service Management.
- Up to 100% standard availability SLA.
- Enterprise-Grade Infrastructure-as-a-Service
 - Scalability enabled by CenturyLink's 60+ state-of-the art data centers and global MPLS network that serves 85 countries.
 - Elasticity to easily scale up or down as your needs change.
 - Content Delivery Network options and access to CenturyLink's unique data acceleration services in China.
 - Extensive fiber-to-the-mobile-tower network to increase responsiveness to mobile customers.
 - Options include high availability on all layers up to the application, data backup and Business Continuity/ Disaster Recovery capabilities to ensure resilience for the most demanding environments.
 - Robust security at all critical levels including network firewalls, security patches, security and audit scanning, plus optional security components to promote PCI compliance including log management, threat management, integrity monitoring services, web application firewalls, DDoS protection, intrusion detection services, managed Active Directory, vulnerability assessments and SSL certificates.

Service features include:

- Enables customer interactions across web, mobile, social, call center, and in-store through a single platform.
- Provides order orchestration, inventory visibility, pricing and quoting functions.
- Supports B2B and B2C businesses operating numerous websites and sales models.
- Offers business user tools for merchandising, catalog management, search optimization, cross-channel precision marketing campaigns.
- Delivers microsites and subsites, in addition to starter stores.
- Scales to address virtually any business across industry, company size and selling model.

Managed Microsoft® SQL Database

CenturyLink Managed MS-SQL services are managed by a team of Microsoft certified CenturyLink engineers who are experts in deploying and managing MS-SQL databases hosted on an infrastructure that can scale easily to meet customer demands.

CenturyLink delivers fully managed server, operating systems and application solutions to more than 5,000 enterprise customers. These solutions are hosted within CenturyLink's state-of-the-art data center facilities connected to CenturyLink's Application Transport Network (ATN), an MPLS network designed to optimize application performance. This robust, global infrastructure is complemented by customer support



teams that monitor each MS-SQL database and proactively notify customers of performance-impacting events.

CenturyLink understands that businesses need real-time visibility into their MSSQL environment to ensure optimized database performance, monitor usage trends for capacity planning and troubleshoot any issues that should arise. With this in mind, CenturyLink has built a powerful web-enabled tool that delivers this precise, real-time visibility so businesses can manage their MS-SQL database environment easily and effectively.

The CenturyLink customer portal provides customers with:

- Detailed application views of MS-SQL
- Segmented data file space
- CPU/IO within the database
- Cache hits
- Transaction trending rates
- Top five transactions

Service features include:

- Procurement and management of MS-SQL software licenses (with options for licensing via CenturyLink).
- Installation of MS-SQL software
- Configuration of MS-SQL database instances.
- Monitoring of MS-SQL database (36 monitors).
- Proactive alert notification to customer technical contacts.
- Ongoing maintenance and support for the environment.
- Backups of MS-SQL databases.
- Premium database services through the CenturyLink Professional Services team.

Available features include:

- SQL Database Mirroring
- Read-only Access to Mirror
- Database Snapshots
- Veritas Net Back-Up
- Clustering
- Analysis services
- Reporting services
- Integration services

Managed MySQL Server

CenturyLink Technology Solutions, as a recognized IT Infrastructure leader in the delivery of mission-critical hosted as well as managed services and applications, is uniquely positioned to meet the needs of businesses that require secure and reliable access to their database applications. CenturyLink's comprehensive Managed MySQL server service is available for a predictable fee that significantly lowers your total cost of ownership (TCO).



CenturyLink's Certified MySQL Administrators are experts in deploying and managing managed applications, such as MySQL databases, that can scale easily to meet customer demands. You can feel secure that CenturyLink professionals are fully trained and certified to provide the services and capabilities you require 24/7.

CenturyLink understands that you need real-time visibility into your MySQL environment to ensure optimized database performance, monitor usage trends for capacity planning and troubleshoot any issues that should arise. The CenturyLink customer portal provides you with:

- A detailed dashboard with graphics and tables to view database activities, table locks, cache hits and connections, among other events
- The ability to generate custom performance charts on 146 metrics
- The ability to create and view problem tickets
- One portal to view all CenturyLink services

Service features include:

- Procure and manage MySQL Enterprise Edition Software Licenses
- Support MySQL Versions 5.0, 5.1 and 5.6
- Install MySQL software
- Configure MySQL instances
- Monitor MySQL instances
- Proactively trigger alert notifications to customer technical contacts
- Provide ongoing maintenance and support for the environment
- Perform backups of MySQL databases
- Deliver premium database services through the CenturyLink professional services team

Available enhancements include:

- Application configuration
 - Monitor user activity
 - Define and maintain user/application privileges with roles
- MySQL Enterprise Monitor
 - Administration Monitor
 - Upgrade Advisor
 - Performance Advisor
- Local and remote database replication
- Change Management
 - Modify/add users
 - Disconnect user session
 - Create additional databases

Managed Oracle® Database

CenturyLink's comprehensive Managed Oracle Database service is available for a predictable fee that significantly lowers your total cost of ownership (TCO).

CenturyLink's Certified Oracle Database Administrators are highly skilled specialists in deploying and managing managed applications, such as Oracle databases, that can scale easily to meet customer demands. You can feel secure that CenturyLink professionals are fully trained and certified to provide the services and capabilities you require 24/7.

These solutions are hosted within CenturyLink's state-of-the-art data center facilities connected to CenturyLink's Application Transport Network (ATN), an MPLS network designed to optimize application performance. This robust, global infrastructure is complemented by customer support teams that monitor each Oracle database and proactively notify customers of performance-impacting events.

Service features include:

- Procure and manage Oracle software licenses
- Install Oracle software
- Configure Oracle database instances
- Monitor Oracle database alarms
- Proactively trigger alert notifications to customer technical contacts
- Provide ongoing maintenance and support for the environment
- Perform backups of Oracle databases
- Deliver premium database services through the CenturyLink professional services team

Available enhancements include:

- Backup and recovery
- Configuration of non-CenturyLink monitoring
- Non-standard backup/restore/recovery procedures
- Management
- Major release software upgrade
- Installation of additional Oracle Software
- Management of advanced security options

Managed Solutions for WordPress®

CenturyLink Technology Solutions provides complete web content management solutions built on WordPress that include consulting, technology, security, and network services supported by best practices to keep your sites optimized for peak performance - implemented quickly and affordably.

With 30 percent of the top Fortune 100 brand websites and 400 million mobile web pages hosted, CenturyLink has the web content management expertise needed to turn your digital properties into a competitive advantage.



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CenturyLink's web content management solutions combine CenturyLink's enterprise-grade global infrastructure and secure network connectivity with WordPress®, one of the most popular web content management solutions used by enterprises, known for its simplicity and ease of use, in a fully hosted and managed offering. The solutions include:

Expert Consulting services

- Business assessment, strategic planning, solution identification and standard reference architecture designs.

Application Development / Migration / Systems Integration

- Developer support options that include enterprise customization, security code reviews, code optimization, design, training, and more.

Proven Managed Application Services

- WordPress application.
- Implementation and configuration of all required operating systems, databases, web servers, scripting language.
- Post-installation testing.
- Ongoing management of application including system patches, updates, hotfixes, and change management.
- Proactive application and infrastructure monitoring and problem resolution.
- Monthly subscription-based pricing.
- 24/7 help desk and operations support.
- Up to 99.99% availability SLA.

Enterprise-Grade Infrastructure-as-a-Service

- Scalability enabled by CenturyLink's state-of-the-art data centers and global MPLS network.
- Extensive fiber-to-the-mobile-tower network to increase responsiveness to mobile customers.
- Automatic nightly snapshots and options that include high availability on all layers up to the application and Business Continuity/Disaster Recovery to ensure resilience for the most demanding environments.
- Robust security at all critical levels including perimeter and server firewalls, security patches, WordPress security plugin, security and audit scanning, and private VLAN configurations, plus optional two-factor authentication, SSL certificates, security code and plugin reviews.

Service features include:

- Enables quick and easy creation of enterprise marketing websites, blogs and online communities
- Search engine optimized
- Multi-lingual support for 70 languages
- User management tools that allow tiered access



- Media management tools that enables quick and easy upload of images and media
- Custom themes
- Plugins directory to enhance functionality

Enterprise Microsoft® SharePoint

CenturyLink Technology Solutions offers a fully managed, dedicated SharePoint service that eliminates the pains of implementation and management. What's more, CenturyLink's flexible support model enables you to provide your own SharePoint licenses or allow CenturyLink to provision them for you.

SharePoint is delivered on CenturyLink's robust suite of dedicated hosting or cloud platforms offering fully redundant and quickly scalable environments. As part of your managed service, CenturyLink provides everything from implementation to licensing schema and patch management. All administered by Microsoft Certified CenturyLink engineers in a state-of-the-art CenturyLink data center.

With tools for collaboration that help people stay connected across organizational and geographic boundaries. SharePoint is a powerful collaborative tool that serves multiple features and functions.

The Microsoft SharePoint platform is fully integrated into the CenturyLink solutions portfolio, providing you with a suite of included and optional add-ons.

Availability SLAs CenturyLink's availability SLAs deliver assurance that your SharePoint service is always tuned to deliver an exceptional user experience. We offer a number of implementation models that deliver from 95% - 99.99% availability.

CenturyLink Monitoring CenturyLink monitors and reports on performance criteria to you monthly and proactively notifies you of potential performance issues before they occur.

Active Directory Integration CenturyLink helps you seamlessly integrate SharePoint into your existing corporate Active Directory solution.

Backup and Restore Whether you're looking for vendor redundancy, diverse data centers or a redundant, single center hosting architecture, CenturyLink builds the solution that's right for your unique needs.

Support for Multiple Editions CenturyLink provides fully-managed support for both the SharePoint Standard and Enterprise Editions.

Service features include:

- Manage and share documents and resources
- Facilitate team communication



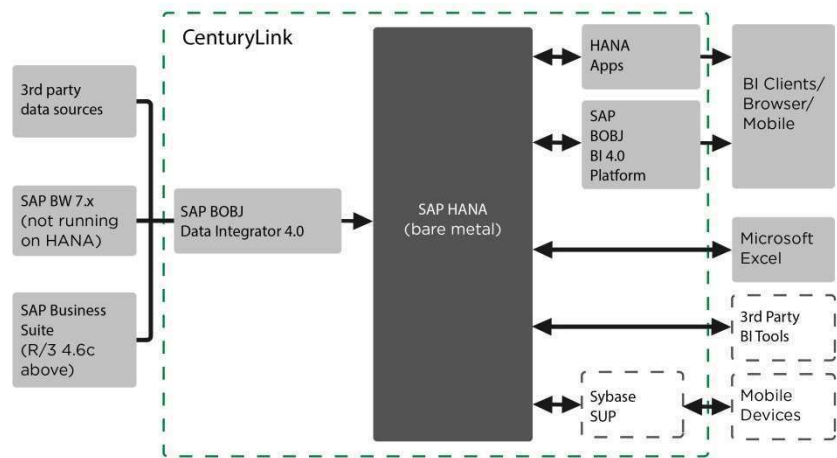
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- Coordinate group activities for information sharing
- Search managed documents
- Document version check-in/ check-out
- Document changes are tracked and assigned different version numbers for auditing and rollback
- Share calendar, discussions, surveys, tasks and contacts
- Microsoft Office Integration
- User or site manager can create an alert list based on modifications to the SharePoint site

Hosted SAP HANA®

CenturyLink and SAP are delivering on the promise of big data computing and real-time analytics through a managed, scalable, analytics solution built around the Hosted SAP HANA® platform, implemented on CenturyLink dedicated server infrastructure and hosted in a world-class CenturyLink data center.

Hosted SAP HANA® represents the next generation of SAP's in-memory technology solution that provides a multi-purpose, in-memory appliance, giving organizations the power to gain insight into business operations while enabling them to react quickly to changing business conditions. Hosted SAP HANA® lets business users immediately access, model and analyze all of their transactions and analytical data in real-time from virtually any data source - and in a single environment, without affecting existing applications or systems.



Hosted SAP HANA® is delivered on the CenturyLink Foundation Hosting platform. CenturyLink Foundation Hosting offers a unique server management model, certified by SAP for HANA implementations giving CenturyLink hosting clients full control over the OS and application layers, while removing the burden of owning and maintaining server hardware.

CenturyLink procures and provisions the server hardware that is certified for Hosted SAP HANA® implementations in a world-class CenturyLink data center. From there we configure memory and onboard storage, rack and stack servers and deliver conditioned power in a secure, tightly controlled environmental data center space. This hosted model removes the burden of purchasing and managing server hardware, freeing clients' teams to focus on business critical initiatives. CenturyLink owns the full management of hardware from procurement to resolving server issues including repair and replacement - all protected under a Service Level Agreement that ensures maximum uptime.

The CenturyLink Foundation Hosting platform truly lays the foundation for the CenturyLink Hosted SAP HANA® solution. Foundation Hosting offers the dedicated physical infrastructure needed to launch and manage your Hosted SAP HANA® environment.

Soasta CloudTest On-Demand™

SOASTA has harnessed the capability of Cloud Computing to use the Internet to test the Web creating load testing options for customers that were impossible and unobtainable in the past while still reducing testing costs by up to 80%.

SOASTA's CloudTest On-Demand services leverage the Cloud to assure and tune performance and reliability through accurate, realistic load tests simulating tens to millions of users accessing your Web systems. As a full-service solution, you simply provide user scenarios and test criteria, and SOASTA's experienced cloud testing professionals build the tests, provision the complete cloud environment, execute the tests and work with you in real time to analyze, fix and tune your system. Your time and money are spent on fixing problems, not on purchasing, provisioning and administering test tools and environments.

Common CloudTest On-Demand objectives:

<i>Stress Testing</i>	Pushing systems to maximum load capacity and beyond.
<i>Performance Testing</i>	Measuring response time variance over load and time.
<i>Reliability Testing</i>	Measuring performance degradation over longer periods at varying load levels.

Professionals from SOASTA will work with you to build complex test scenarios using CenturyLink's state-of-the-art testing application. Based on your needs, CloudTest technology will provision up to thousands of test servers to direct user loads from diverse, cloud-based origins across the globe. When the "launch" commences, a full complement of application and network monitors capture performance metrics as tests are run. The potentially immense datasets collected are immediately analyzed through OLAP technology, in real-time, for all team members to observe from any remote location and act upon.

As issues and errors arise, adjustments can be made and tests are either continued or suspended and resumed later as necessary.

Uniting your staff and ours as a seamless virtual team, CloudTest On-Demand combines revolutionary technology with cloud testing professionals for an experience never before possible, and eliminates the constraints of traditional testing solutions like hardware availability, software licensing and installation, version control, test creation, system monitoring and the cost of hiring and training staff.

CloudTest uses the power of Cloud Computing to test your applications regardless of their location. Whether you are building fully cloud-based applications, deploying traditional Web applications, retrofitting legacy applications for the Web or building the next-generation Web 2.0 Social Media blockbuster, SOASTA's CloudTest On-Demand service can help.

Web Lifecycle Services Powered By RepliWeb

CenturyLink Technology Solutions has significant experience in reining in the chaotic, multi-organizational workflows that encumber the code and content releases of production websites. These inefficient processes can slow down time-to-market and impede your business from gaining market share and competitive advantage. CenturyLink's strategic partnership with RepliWeb, a leader in lifecycle management for application and Web infrastructure, offers CenturyLink's hosting clients a powerful



complement to their cloud, dedicated hosting and colocation solutions through a seamless integration of the RepliWeb R-1 deployment tool for Web content, IIS Metabase, .NET assemblies and COM+ applications - all fully managed by CenturyLink.

CenturyLink's code deployment solutions start with what's most important: the CenturyLink team. Today, some of the world's most recognizable brand organizations count on CenturyLink to quickly and efficiently deploy content and code to their client facing websites. These brand sites often number in the hundreds, which can exponentially complicate Web deployments. The Web Lifecycle services team leverages tools and builds processes that result in accelerated release cycles, improved content and application continuity throughout production servers, improved efficiency of internal marketing and IT teams, improved speed-to-market and most importantly, delivered at a significant cost savings.

The RepliWeb R-1 deployment platform is a cost-effective, feature-rich Web content and application deployment automation platform trusted by leading brand enterprises.

Because R-1 is integrated into the CenturyLink managed services fabric, CenturyLink is able to extend this rich set of code and content deployment tools to all CenturyLink hosting clients that are looking to streamline Web deployments.

It's as simple as turning the service on - no licensing, no complicated implementations and no training required. The Web Lifecycle service experts serve as an extension of your teams, leveraging the R-1 platform to quickly and reliably publish your code and content updates, provision new Web applications and update existing applications in a matter of minutes, not days. Server administrators trust CenturyLink and R-1 with all the critical technical details to automate their website publishing. Files, Web content, IIS settings, .NET assemblies and COM+ components can roll out to one, dozens or hundreds of physical or virtual servers.

Web URL Filtering services

CenturyLink's Web URL Filtering Service (powered by MessageLabs) provides Internet-level protection for both e-mail and Web-based traffic. The service enables your organization to maintain productivity, reduce potential liability and maintain internal standards, by offering the following capabilities:

- URL and user management policies, including defining acceptable URL categories, restricting access to Webmail, protecting against anonymous proxies that redirect traffic to inappropriate destinations and by controlling access by unauthorized groups and/or users.
- Managing or restricting access to various content types ,such as video, music or image files and/or file types, such as MP3, AAC, MP4 and VBS files.
- Identifying Web sites that should not be accessed during key periods of the workday.
- Monitoring and reporting via a user interface, which tracks Web activity throughout your organization.
- Enabling flexible customization of settings, at the group level and at the user-level, including rules for recreational Internet access.
- Providing flexible customization of "Allow" and "Block" lists. By identifying a site as inappropriate, access to the site will be prevented, and sites advertising the inappropriate site will also be blocked.
- Technical support offered 24/7

8.18 (E) TRIAL AND TESTING PERIODS (PRE- AND POST- PURCHASE)

8.18.1 Describe your testing and training periods that your offer for your service offerings.

CenturyLink's Response:

CenturyLink provides a free one month trial to all new users with a maximum value of \$2500 in deployed services. Extension of the trial can be addressed on a case by case basis. Services deployed are on demand and free of commitment. Customer is responsible for decommissioning the trial environment within 30 days to avoid additional charges.

8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

CenturyLink's Response:

CenturyLink provides a free one month trial to all new users with a maximum value of \$2500 in deployed services. Extension of the trial can be addressed on a case by case basis. Services deployed are on demand and free of commitment. Customer is responsible for decommissioning the trial environment within 30 days to avoid additional charges.

The CenturyLink Cloud On Boarding team can work with individual purchasing entities do determine criteria for individual POC's. We can assist with planning, data migrations, platform testing, and ensuring that criteria for success is defined and met.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

CenturyLink's Response:

Basic support is included at no cost. The developer tier includes:

- Access to Forums, Documentation, White Papers, Best Practice Guides (24x7)
- Unlimited Break/Fix (24x7)
- Tier 1 Support (24x7) via Ticketing
- Tier 2 Support via Ticketing System (24x7) triaged by a pool of shared engineers
- Response Time to tickets: Less than 8 hours by a pool of shared engineers

Pre-sales support can include high level cloud deployment design and migration options.



CenturyLink offers a free Cloud Onboarding service to all new customers, but cloud adoption and success is greatly improved with more advanced onboarding services.

8.19 (E) INTEGRATION AND CUSTOMIZATION

8.19.1 Describe how the solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

CenturyLink's Response:

Most functions of CenturyLink cloud can be managed via CenturyLink's published API set. Common tool sets such as Chef, Puppet or CenturyLink Runner are used for automation; vRealize or Oneops are used for management; and NewRelic is used for server monitoring.

The CenturyLink Cloud Ecosystem has over 100 participants and new features and functionality are added regularly. CenturyLink welcomes new marketplace providers regularly and allows direct engagement with the CenturyLink Cloud Development Center, based in Bellevue, WA.

8.19.2 Describe the ways to customize and personalize the solutions you provide to meet the needs of specific Purchasing Entities.

CenturyLink's Response:

The CenturyLink Flexible Service Model enables our customers to implement IT components appropriate to the full spectrum of functional requirements. Critical systems can be supported with redundant high-availability dedicated servers; seasonal traffic can be handled with CenturyLink Cloud Compute; legacy systems can be supported with CenturyLink Colocation service - and ultimately migrated to the CenturyLink Hosting and Cloud platforms.

This flexibility provides CenturyLink customers with the opportunity to implement designs that more closely align with both operational and financial objectives:

<i>Co-location</i>	Customer managed in CenturyLink SSAE-16 data centers.
<i>Foundation Hosting</i>	Hardware and associated break-fix managed by CenturyLink, operating system managed by customer, delivered on HP servers.
<i>Managed Hosting</i>	Robust compute and storage solutions where hardware and operating system management (including procurement) is managed by CenturyLink. Once operational, we take complete responsibility for managing the numerous security patches, operating system upgrades,

and hot fixes.

*CenturyLink
 Cloud*

CenturyLink Cloud infrastructure and management tools offer you a more enterprise-ready path to the cloud, built on VMware vSphere 5 technology.

8.20 (E) MARKETING PLAN

Describe your how you intend to market your solutions to NASPO ValuePoint and Participating Entities.

CenturyLink's Response:

CenturyLink has an extensive history working to actively promote contract vehicles like NASPO ValuePoint agreement. Our past experience includes many nationally-recognized contracts such as MiCTA, CENIC, Quilt, Internet2, Texas DIR, Oakland County G2G, VITA, and MHEC. We will draw on the experience gained in promoting those agreements to customize the best approach to communicating the services offered in this agreement, recognizing each contracting organization has its own culture and preferences about the type and number of communications made with its members.

A mix of the following marketing strategies will be used to promote the NASPO ValuePoint agreement:

- **Press Release** –The CenturyLink External Communications department will work with NASPO ValuePoint public relations group to craft an announcement of the contract award. As one of the third largest telecom company in America and a leader in cloud/hosting services, we receive significant coverage by the business and technology press in America. Our announcements are picked up by all major SLED publications including Fierce Communications, Route 50 and all of the eRepublic publications.
- **Social Media Coverage** – CenturyLink makes use of several social media platforms including LinkedIn, Twitter and EveryoneSocial. Our state and local government sales team (numbering over 130) and extensive partner channels will have access to the announcement of the NASPO ValuePoint agreement for distribution to their accounts.
- **Persona-based Marketing** – working with NASPO ValuePoint, CenturyLink will develop customized collateral to market the services on this agreement. Targeted personas typically include C-level technology decision makers, Director/Manager technology decision makers and procurement leaders. Based on NASPO ValuePoint's marketing guidelines, a nurture campaign will provide periodic contact to these personas within state and local government entities.
- **Event Marketing** – The NASPO ValuePoint agreement will be part of our portfolio at the 150+ state/local government conferences we participate in during the year.

- Webinar Series – CenturyLink hosts webinars throughout the year focusing on specific topics of interest to state and local government. Recent topics include risk assessments, managed wifi services, DRaaS funding and IaaS for Higher Education. With NASPO ValuePoint’s cooperation, this agreement will be featured as an upcoming webinar.

8.21 (E) RELATED VALUE-ADDED SERVICES TO CLOUD SOLUTIONS

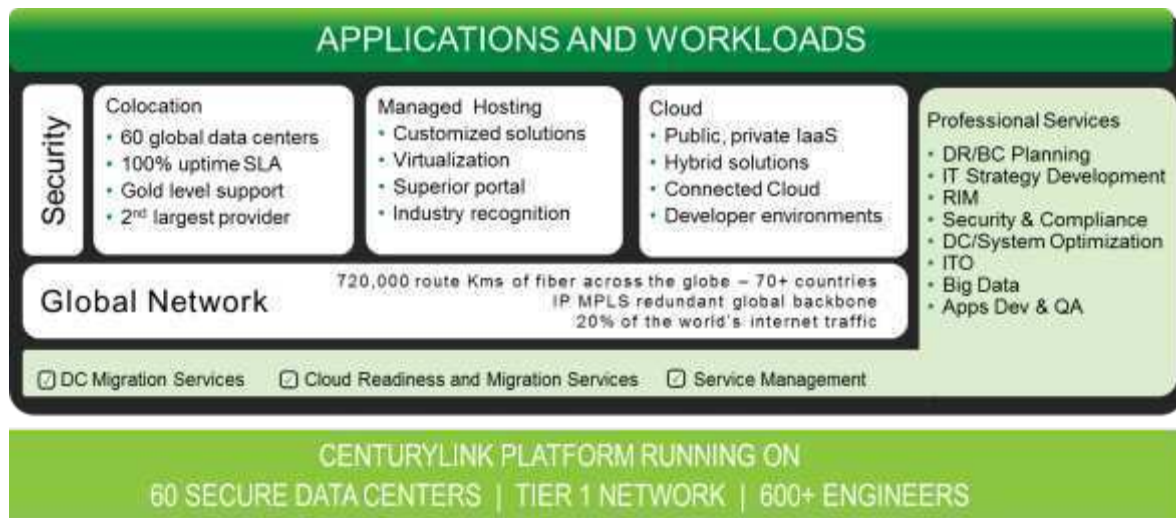
Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

CenturyLink’s Response:

Products and Services

CenturyLink provides IT infrastructure services that can be used as part of a total outsourcing solution or to selectively support specific applications or business units. Services include:

- Colocation, Managed Hosting and Utility Compute — facilities and operations; compute, storage and network
- Network – converged applications; community of interest networks; private lines; Internet
- Security – managed security services and consulting
- Industry Solutions – financial, government and Software-as-a-Service (SaaS)
- Professional Services – infrastructure, security, business continuity, compliance and program management



Solutions Consulting Overview

CenturyLink’s Solutions Consulting delivers customized, application-oriented infrastructure transformation that aligns the strategic objectives of IT with your business goals. CenturyLink Technology Solution’s



expert, certified consultants work with your team to reduce costs, enhance flexibility and minimize risk; we apply proven methodologies and tools to design and leverage the next generation IT infrastructure required to fuel growth.

Whether you need an assessment of an existing environment or application portfolio, or an end-to-end customized transformation at the enterprise scale, CenturyLink Solutions Consulting collaborates with your team to help you achieve your IT infrastructure goals:

- Infrastructure Optimization*
 - IO Assessment
 - IO Program

- Cloud*
 - Enterprise Cloud Readiness Assessment
 - Cloud Workload Planner
 - Cloud Acceleration Program
 - Advanced Cloud Onboarding Service
 - Cloud Proof-of-Concept Services

- Compute*
 - Virtualization Healthcheck Assessment
 - Virtualization Acceleration Program

- Storage*
 - Storage Optimization Assessment
 - Storage Optimization Program

- Network*
 - Network Optimization Assessment
 - Network Optimization Program

- Security*
 - Security Assessments / Audits
 - Security-as-a-Service
- Migration*
 - Data Center Migration Program
 - Implementation Management Office

- Disaster Recovery*
 - Readiness Assessment
 - Strategy / Planning
 - Enablement
 - Audit

CenturyLink Service Management

CenturyLink Service Management (an optional service) provides a named team of business and technology experts to your account who act as an extension of your internal IT to proactively and strategically plan, monitor, evaluate and evolve your IT and infrastructure most effectively. For clients that require continuous hands-on assistance with business, hardware, software, scale, security, network or growth requirements, Service Management brings a level of governance and consistency to your account that is unparalleled.



The overall goal of Service Management is provide customers with a tightly-bound global network of service personnel, trained and capable of providing ongoing consultation, change management and support. At the onset of your client engagement, our team will work directly with you to design a Service Management plan that aligns with your requirements. Service Management plans focus on six main coverage areas:

Customer Enablement	Customized reporting, ASPs and processes.
Lifecycle Management	Ongoing project management and reporting, business planning, Runbook and SLA reporting.
Change Management	Change advisement and assessments, risk identification and impact analysis.
Architecture Design	Consultation, optimization and reporting; resiliency and consolidation guidance.
Web Application Services	Configuration, monitoring and capacity management.
Technical Support	From basic to specialized subject matter expertise.

CenturyLink Service Management team members are experienced in all aspects of technology and are custom selected to work on your account based on their industry and application expertise. Team members average between six and 10 years working in the industry and many of them have advanced degrees and certifications such as CCNA, CCDP, or MCSE. Nearly all customer facing Service Management team members are ITIL certified, from foundational to master's level; 80 percent of them hold a PMP Certification and one third are CISSP (Certified Information Systems Security Professional) or Security+ certified.

There are two levels of Service Management Packages: Primary and Supplemental. All Service Management customers start with a foundational Primary Package that is anchored by a Client Services Partner (CSP). The CSP acts as the lifecycle business partner and first point of contact for your account. You may also select a package that includes a Client Technology Advisor (CTA) as your lifecycle architect, and/or a Technical Service Engineer (TSE) for day-to-day hands-on support. This team then works in tandem to meet your objectives over time. For customers with specialty needs, Supplemental Packages are meant to bring you specialized expert support for filling in critical gaps in operations, security, database support, service evolution, or engineering. These roles include Technical Operations Managers (TOMs), Security Account Managers (SAMs) and the Adaptive Help Desk and can be added to any Primary Package as needed.

**State of Utah
Cloud Solutions
CH16012**

Primary Packages Add a single resource (CSP) or multiple resources such as CSP plus CTA and/or TSEs to any account.	Client Service Partner Overall lifecycle business partner, general support, service and business life cycle management		
	Client Technology Advisor Lifecycle architect and technical advisory for client business applications and architecture	Technical Service Engineer Hands-on technical support, crisis management with in-depth knowledge of the client's environment	
Supplemental Packages Add to a Primary Service Management package to supplement operations, security or help desk needs.	Technical Operations Manager Technical oversight to engineering and database teams to maintain environment stability	Security Account Manager Designated Security Contact & Consultant	Adaptive Help Desk 24/7 Dedicated Help Desk for monitoring and break fix

CenturyLink Compliance

The CenturyLink Compliance Management team is dedicated to continually improving and maintaining compliance certifications that are critical to our customers. Through our disciplined assessment and audit processes, CenturyLink has implemented comprehensive practices for SSAE 16 SOC 1, PCI DSS, ISO 27001, Safe Harbor, Global Risk Management, Business Continuity and Disaster Recovery (BCDR), HIPAA, and FISMA (NIST 800-53).

We engage external audit firms to perform multiple types of assessments designed to address our customers' diverse compliance requirements. One of these external firms is BrightLine CPAs & Associates, Inc. BrightLine is the first and only company in the world accredited to perform a suite of services that includes SSAE 16 (SOC 1) examinations, SOC 2 and 3 examinations, PCI DSS compliance validation, ISO 27001 certification, and FedRAMP assessment services.

SSAE 16 / ISAE 3402 (SOC 1) Program - CenturyLink provides an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 and International Standard on Assurance Engagements (ISAE) 3402 combined examination. The certification validates CenturyLink's commitment to operational excellence and client satisfaction. The SSAE 16 (SOC 1) Type II report covers the period from October 1 through September 30 each year. A Type II examination means that an independent service auditor has formally evaluated and issued an opinion on the description of selected CenturyLink systems and the suitability of the design and operating effectiveness of applicable controls. This audit report includes controls related to managed security services, change management, service delivery, support services, environmental services, physical security and facilities management, managed hosting services, and managed storage and backup services in CenturyLink's data centers in Asia, EMEA, and North America.

SOC 2 reports are intended to meet the needs of a broad range of users that need to understand internal control at a service organization as it relates to the Trust Service principles framework. The SSAE 16 (SOC 2) Type II report covers the period from October 1 through September 30. The report is relevant to



the non-financial reporting controls related to the security and availability principles modeled around four broad areas:

- Policies
- Communications
- Procedures
- Monitoring

This audit report includes controls related to managed security services, change management, service delivery, support services, environmental services, logical and physical security, managed hosting services, and managed storage and backup services in CenturyLink's data centers in Asia, EMEA, and North America. Report copies can be provided upon request subject to CenturyLink's Non-Disclosure Agreement. CenturyLink can also supply a mid-year SOC 1 report geared towards colocation customers. The report covers the period from October 1 through June 30 and includes physical security and facility and environmental protection services.

PCI DSS 2.0 Reports on Compliance (ROCs) - CenturyLink is currently listed on the VISA list of PCI compliance service providers. This listing is possible because we have obtained the following passing Reports on Compliance (ROC):

Data Center Services (Japan, Singapore, UK, Germany, North America, and Canada)

Physical and administrative security controls in the majority of CenturyLink branded data centers.

Managed Firewalls and NIDS Services (not location specific)

Cisco ASA and Check Point firewalls, and Network Intrusion Detection Systems (NIDS)

CenturyLink's auditors provide a "ROC Letter" that confirms CenturyLink's compliance with specific PCI controls and the applicable locations and services. This ROC Letter is available upon request, subject to CenturyLink's Non-Disclosure Agreement.

For customers requiring a broader PCI commitment than our current ROCs, CenturyLink has developed a detailed matrix of the PCI controls defining which party is responsible for each control and describes that responsibility. This matrix is vetted against the specific solution sold to the customer and is appended to a PCI Addendum defining CenturyLink's obligations with respect to the Matrix. While this is not a guarantee of PCI compliance, CenturyLink customers have provided feedback that this approach is one of the most helpful in the industry when it comes to comprehensively addressing PCI.

ISO 27001 - CenturyLink currently maintains ISO 27001 certification for operations and data centers in Singapore, United Kingdom, Germany, and Japan. ISO 27001 is an International Standard providing a model for establishing, operating, monitoring, and improving an Information Security Management



System (ISMS). The ISO 27001 certification allows CenturyLink to demonstrate effective information security processes are defined and implemented.

ISO 27001 conducts interim audits annually to support a three year renewal cycle. The most recent renewal certification audit was completed in 2013.

Safe Harbor Certification (EU Data Directive) - CenturyLink adheres to the Safe Harbor Principles administered by the United States Department of Commerce in consultation with the European Commission and the Federal Data Protection and Information Commissioner of Switzerland with respect to personal information within the scope of this Policy. CenturyLink will conduct annual assessments to confirm the accuracy of, and verify its adherence to, this Policy. CenturyLink will investigate suspected infractions and will take all appropriate action. CenturyLink's Safe Harbor Policy can be found at:

<http://www.centurylinktechnology.com/legal/safe-harbor-policy>

HIPAA - CenturyLink expects to self-certify, in accordance with the NIST 800-66 controls, and provide a report that demonstrates adherence to the HIPAA Security Rules. Requests for use of a Business Associate Agreement will be evaluated on a case-by-case basis within the context of the customer's specific services and solutions. For customers requiring specific HIPAA commitments, CenturyLink has developed a detailed matrix of the HIPAA Security Rules controls defining which party is responsible for each control and describes that responsibility.

8.22 (E) SUPPORTING INFRASTRUCTURE

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your solutions or deployment models.

CenturyLink's Response:

There are no requirements for additional infrastructure for the standard cloud deployment. Customization and dedicated connectivity are available at the purchasing entity's request.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

CenturyLink's Response:

When desired, customers would be responsible for any costs associated with additional infrastructure deployment.

8.23 (E) ALIGNMENT OF CLOUD COMPUTING REFERENCE ARCHITECTURE

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

CenturyLink's Response:

Please refer to section 6.5.3 for a full description of how CenturyLink aligns to the NIST definition of Cloud Computing.



Confidential, Protected or Proprietary Information

All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected Information section.

If there is no protected information, write "None" in this section.

Failure to comply with this Section and Section 3.13 of the RFP releases the Lead State, NASPO ValuePoint, and Participating Entities from any obligation or liability arising from the inadvertent release of Offeror information.

CenturyLink's Response:

None.

Exceptions and/or Additions to Standard Terms and Conditions (attachment)

Proposed exceptions and/or additions to the Master Agreement Terms and Conditions, including the exhibits, must be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror's terms and conditions, license agreements, or service level agreements in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations.

If there are no exceptions or additions to the Master Agreement Terms and Conditions, write "None" in this section.

CenturyLink's Response:

Please refer to the redlines of the NASPO ValuePoint Master Agreement Terms and Conditions and exhibits 1-3, which are attached as separate documents.

9.0 Cost Proposal (attachment)

9.1 (M) Cost Proposal

Given that technology products generally depreciate over time and go through typical product lifecycles, it is more favorable for Purchasing Entities to have the Master Agreement be based on minimum discounts off the Offeror's commercially published pricelists versus fixed pricing. In addition, Offerors will have the ability to update and refresh their respective price books, as long as the agreed-upon discounts are fixed. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

Offeror must identify its cost proposal, Attachment G, as "Cost Proposal – CH16012 Cloud solutions". No specific format is required for an Offeror's price schedule; however the Offeror must provide and list a discount from its pricing catalog. New discount levels may be offered for new services that become available during the term of the Master Agreement, as allowed by the Lead State.

Pricing catalogs should include the price structures of the cloud solutions models and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing must be all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

The Lead State understands that each Offeror may have its own pricing models and schedules for the Services described in the RFP. It is the intent of the RFP to allow price schedules that are viewed in the traditional line item structure or price schedule that have pay-as-you-go characteristics.

An Offeror's price catalog should be clear and readable. Participating Entities, in reviewing an Offeror's Master Agreement, will take into account the discount offered by the Offeror along with the transparent, publicly available, up-to-date pricing and tools that will allow customers to evaluate their pricing.

Participating Addendums will use the cost proposals pricing as a base and may negotiate an adjusted rate.

Offeror's price catalog should be broken into category for each service category. For example if an Offeror provides a SaaS offering then its price catalog should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

Some Participating Entities may desire to use an Offeror for other related application modifications to optimize or deploy cloud solutions applications. Responses to the RFP must include hourly rates by job specialty for use by Participating Entities for these types of database/application administration, systems engineering & configuration services and consulting throughout the contract period. The hourly rates should be a fully burdened rate that includes labor, overhead, and any other costs related to the service. The specific rate (within a range) charged for each proposed contracted service would be the lowest rate shown unless justified in writing and approved by the Lead State. Any of these valued-added services must be included in your cost proposal, e.g., by an hourly rate.

CenturyLink's Response:

CenturyLink has provided a separate attached cost proposal in Attachment G as requested.

Appendix A –Global Ops Service Level Objectives





Savvis Service Level Objectives

Global Operations Center

At Savvis, customer experience excellence is a core value and a key to our mission: “Every Experience Matters.” Our customers choose Savvis because we collaborate closely with them to help solve their daily technological challenges in a way that only a reliable, experienced provider can do. Savvis understands our customers’ business operations and provides a consistent and reliable service.

Savvis makes it easy to interact with our representatives to provide prompt, customer service. Our Service Level Objectives (SLO’s) define our commitment to service and what you can expect from our Managed Hosting services for Incident, Request and Change Management, excluding Cloud. The SLOs provide the definitions of priorities and categories, along with Savvis’ response times and targeted completion times.

Savvis Global Operations Center
Service Level Objectives for Incident Management
Related to the standard customer base with Managed Hosting Services excluding Cloud

Special Notes:

1. Cases in a status of customer hold with no customer update after 8 business days will be closed, except those related to Monitoring Alerts requiring customer housekeeping.
2. Customer update frequency may change based on Savvis and the customer agreeing to a mutually agreed upon future date/time.
3. The Savvis Client Response Centers can be reached as follows:
Telephone: USA = 888-638-6771; CANADA = 866-296-5335; EMEA = 011-44-800-7288-4743; ASIA = 011-65-6768-8099
EMAIL: Incident@savvis.com

Priority	Priority Definition	Savvis Response for Proactive Monitoring	Savvis Initial Response from the Client Response Centers to Phone Calls/ Customer Emails	Savvis Initial Triage to SavvisStation Cases	Savvis Communication with Customers
P1 (Urgent)	Business impacting or imminent impact; full site outage; A system or device is down; Customer cannot perform business critical functions.			<p>PRIORITY 1 INCIDENTS must be called into the relevant Savvis Client Response Center.</p> <p>USA = 888-638-6771 CANADA = 866-296-5335 EMEA = 011-44-118-322-6100 ASIA = 011-65-6768-8099</p>	<p>PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or SavvisStation to case contact FREQUENCY: Every 1 hour or as agreed with Savvis and customer contact</p>
P2 (High)	Partial site outage/loss of redundancy; A system or component is down; Customer may be experiencing degradation of service, or loss of resilience.	<p>Initial Response Time: Active Alert Owned/Acknowledged within 10 minutes.</p> <p>Initial Notify Customer: Savvis will notify customers within 15 minutes via email.</p>	<p>Call Response Time: Immediate.</p> <p>Average Speed of Answer: < 20 seconds</p>	<p>Response Time: 1 hour.</p>	<p>PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or SavvisStation to case contact FREQUENCY: Every 4 hours or as agreed with Savvis and customer contact</p>
P3 (Medium)	Incident/ Non-Business Impacting; A system is experiencing minor issues or an individual system component has failed, however is not causing degradation of service.	Priority 1 and 2 will be followed up with a phone call after investigation has confirmed an incident exists.	<p>Email Response Time: Within 6 hours</p>	<p>Response Time: 2 hours.</p>	<p>PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or SavvisStation to case contact FREQUENCY: Every 24 hours or as agreed with Savvis and customer contact</p>
P4 (Low)	Incident/ Non-Business Impacting; No service issues but low level incident required to investigate minor issue.			<p>Response Time: 4 hours.</p>	<p>PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or SavvisStation to case contact FREQUENCY: Every 48 hours or as agreed with Savvis and customer contact</p>

Savvis Global Operations Center
Service Level Objectives for Request Management
Related to the standard customer base with Managed Hosting Services excluding Cloud

Request Definitions are:

User Admin Requests: Savvis Managed Domain Account Administration; Savvis Managed Linux Account Administration; SavvisStation Account Administration

Backup Requests: Database queries (select query only, does not include alter/update/delete); Database Backup; Tape Backup.

Request for Information: SIA Query/Alert information required (not SIA changes); Audit request; Request for Log files; Request for Savvis to join a bridge call.

Data Center Support Colocation Requests: DC Visitation; DC Remote Hands (server reboot/tape change); Power Audit; Temperature Reading; Shipment

Special Notes:

1. Requests received via email will be treated by default as Priority 3, unless otherwise stipulated.

2. The Savvis Client Response Centers can be reached as follows:

Telephone: USA = 888-638-6771; CANADA = 866-296-5335; EMEA = 011-44-800-7288-4743; ASIA = 011-65-6768-8099

EMAIL: Request@savvis.com

3. Any requests not listed in the definition will be managed under Change Management.

Request Category	Request Description	Scheduled Completion Target based on resource availability	Savvis Initial Response to SavvisStation Cases (Preferred Method)	Savvis Initial Triage to Request Emails (Secondary Method)	Savvis Communication with Customers
P1 (Urgent)	Emergency request in order to avoid potential business impact. Example: Immediate Remote Hands for Colo server down.	Work with customer to implement as soon as possible. Target within 8 hours.	PRIORITY 1 REQUESTS must be called into the relevant Savvis Client Response Center. USA = 888-638-6771 CANADA = 866-296-5335 EMEA = 011-44-118-322-6100 ASIA = 011-65-6768-8099		PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or SavvisStation to case contact FREQUENCY: Every 4 hours or as agreed with Savvis and customer contact
P2 (High)	Non-standard service request that the customer requires in order to complete day-to-day business activity. Example: Ad-hoc backup to be completed by next working day.	Target within 24 hours.	Initial Response Time: 2 hours		PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or SavvisStation to case contact FREQUENCY: Every 8 hour or as agreed with Savvis and customer contact
P3 (Medium) DEFAULT	Standard service request. Example: Request for information, query or password reset etc.	Target within 48 hours.	Initial Response Time: 4 hours	Initial Response Time: 6 hours from receipt of email to Savvis Client Response Center	PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or SavvisStation to case contact FREQUENCY: Every 24 hour or as agreed with Savvis and customer contact
P4 (Low)	Minor service request with no urgency or to be scheduled to work with the customer such as (Remote Hands). Example: Remote Hands scheduled for dd/mm/yy @ hh:mm to coordinate patch cable moves.	Target within 60 hours.	Initial Response Time: 6 hours		PRIMARY METHOD: Phone call while case status = Open-Solving SECONDARY METHOD: Method of receipt either call, email or SavvisStation to case contact FREQUENCY: Update upon completion of the request or as agreed with Savvis and customer contact

Savvis Global Operations Center
Service Level Objectives for Change Management
Related to the standard customer base with Managed Hosting Services excluding Cloud

Customer Change Cases

1. Customers are recommended to submit Change Requests (Savvis or customer performed maintenance) via SavvisStation found under the Support Maintenance/dropdown (preferred method) or by completing the required change form and email sent to: request@savvis.com
2. Change Categories P1 to P4 are queue based changes, this option will not be available for changes that are not templated and require technical planning and documenting. Queue based changes are expected to be non-service impacting.
3. In the event the required minimum lead time cannot not be met due to an emergency, authorization from the Global Operations Center management will be required.

Special Notes:

1. Amendments to the original change requirements during any stage of the process will be deferred to the start of the process (a new VMAC) to ensure correct planning and documentation is completed.
2. Providing the required lead time enables effective resource assignment
3. Requests received via email will be treated by default as Priority 4, unless otherwise stipulated.

Change Category	Change Description	Required Minimum Lead Time From Customer	Scheduled Completion Target Based on Resource Availability	Savvis Communication with Customers
P1 Q Based	On receipt of the fully completed Customer Change either via SavvisStation or email with the relevant attached Savvis change form, Savvis will enter the current date and time as the Scheduled Start for the Change. The Scheduled Completion target date and time will be based on the targets shown per priority	Not Applicable. See Scheduled Completion Targets	Scheduled end date/time will be + 8 hours from scheduled start	Customer updates will be as detailed in the Method of Procedure (MOP) for the specific change
P2 Q Based			Scheduled end date/time will be + 24 hours from scheduled start	
P3 Q Based			Scheduled end date/time will be + 48 hours from scheduled start	
P4 Q Based DEFAULT			Scheduled end date/time will be + 60 hours from scheduled start	
P5 Scheduled	Scheduled change to be executed within the agreed start and end date/time In the event Savvis Resource is already scheduled at the required window, Savvis will offer the next available window	72 hours advanced notice from Customer to reduce risk of available resource	Within the start and end date/time specified by the customer	
P5 EXPEDITED	Scheduled change to be executed within the agreed start and end date/time In the event Savvis Resource is already scheduled at the required window, Savvis will offer the next available window	Due to business impacting emergency required lead time	Within the start and end date/time specified by the customer. Emergency changes by nature carry more risk due to lack of time to plan properly, it is expected customers accept the risks.	

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

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

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

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

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

"Products" means CPE and Software offerings from CenturyLink.

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

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

"Software" means software license offerings.

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

2. CenturyLink Select Advantage Solutions.

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

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

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

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

CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT

1. General; Definitions. CenturyLink will, through its affiliate, Savvis Communications Corporation DBA CenturyLink TS and its affiliates ("CenturyLink TS"), provide CenturyLink TS services under the terms of the Agreement, this Service Exhibit, a Service Order and/or Statement of Work ("SOW"). For clarification, CenturyLink TS shall be used when it is necessary to specify the CenturyLink TS affiliate, and otherwise CenturyLink and its affiliates shall 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 Billing Section 3.2.

"Service" means the service provided by CenturyLink through its affiliate, including CenturyLink TS or Tier 3 and/or their licensors and contractors 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 TS may modify from time to time, effective upon posting on the Web site.

"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 will provide and Customer shall purchase the Services described therein. The applicable Service Schedules are included in this Service Exhibit.

"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. CenturyLink may modify SLAs during a renewal term upon 60 days' notice.

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

3. Rates; Billing.

3.1 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". Such increase shall 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.

3.2 Billing. The BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) 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 shall be the date CenturyLink begins performing the Services or as specified in the SOW. Customer shall have three business days after such use or notification to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the deficiency in Service to the reasonable satisfaction of CenturyLink. The Service shall be deemed accepted unless Customer provides CenturyLink with notice to the contrary during the Acceptance Period. Upon timely notice to CenturyLink of a deficiency, CenturyLink will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and CenturyLink will delay billing until accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis.

4. Compliance and Security. Each party shall comply with all laws and regulations applicable to the provision (in the case of CenturyLink) and use (in the case of Customer) of the Services provided hereunder. CenturyLink has adopted and implemented, and shall maintain throughout the Term, a corporate information security program designed to comply with applicable laws and protect Customer's information, materials and data ("Customer Data") from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. Customer will ensure that all Customer Data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including without limitation those relating to the encryption of data. As of the Effective Date, CenturyLink 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-

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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. Use of Service. Customer and its End Users will not use or access the Services or any data center in a manner that materially interferes with or harms the CenturyLink infrastructure or any third parties; or is tortious or violates any third party right. CenturyLink may suspend the affected Service in the event Customer violates the preceding sentence. CenturyLink will attempt to notify Customer in writing prior to suspending Service; provided, 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 identified in the CenturyLink TS AUP. Customer agrees to defend, indemnify and hold CenturyLink harmless from third party claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees arising from non-compliance with this section.

6. Termination. Either party may terminate this Service Exhibit or affected Services (i) upon 30 days' prior written notice for Cause; or (ii) in accordance with any other express term contained in the Agreement. If Customer terminates an ordered Service prior to its BCD, Customer will pay a Cancellation Charge 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 or this Agreement is terminated either by CenturyLink for Cause or by Customer for Convenience prior to the conclusion of the applicable Service Term, then Customer shall be liable for a Cancellation Charge 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 shall be deemed to be terminated as well.

7. Intellectual Property. Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

8. Equipment. If the Service includes access to or the use of CenturyLink-provided equipment ("CenturyLink Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink Equipment; (b) will keep the CenturyLink Equipment free and clear from all liens, claims and encumbrances; (c) shall protect and use all CenturyLink Equipment in accordance with the Agreement; and (d) will cooperate with CenturyLink to allow installation, maintenance and, upon termination, removal of the CenturyLink Equipment. Unless otherwise set forth in the applicable SG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any equipment used in connection with the Service and not provided by CenturyLink ("Customer Equipment") including any related applications, systems, or software.

9. 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 shall 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.

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

11. Notice. Any notices for Customer's Service disconnect, termination or non-renewal under this Service Exhibit must be mailed to CenturyLink TS at the following address:

Savvis Communications Corporation DBA CenturyLink TS
1 Solutions Parkway
Town & Country, Missouri 63017
United States
Attn: All Disconnects

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SERVICE SCHEDULE: COLOCATION SERVICES

1. Definitions.

"CenturyLink Premises" means any CenturyLink data center or other CenturyLink facility.

"Customer Area" means the space within a CenturyLink Premises specifically identified as available to Customer for the placement and operation of Customer Equipment.

2. Notwithstanding anything to the contrary in the Agreement, CenturyLink may increase the rates associated with existing Colocation Service at any time after twelve months of the initial installation date for such Service in order to pass through increases in such Service's underlying power facility costs and such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer.

3. Customer or Customer's employees, agents, contractors, or End Users who access any CenturyLink Premises on Customer's behalf ("Authorized Representatives") must be designated in writing. Customer, its Authorized Representatives and all Customer Equipment and any related materials used in connection with the Service shall comply with all CenturyLink data center operating policies (including the "CenturyLink TS Customer Handbook and Information Guide" ("Customer Guide")), a current copy of which is located on <http://www.savvisstation.com> and which CenturyLink may change from time to time. If CenturyLink reasonably believes that Customer is not complying with this section, CenturyLink will notify Customer thereof and Customer shall remedy such non-compliance within 5 days of receiving such notice. If Customer fails to remedy such non-compliance within such period, then, notwithstanding any other rights in the Agreement, CenturyLink may immediately (i) suspend the Service and/or restrict Customer's access to the CenturyLink Premises for so long as deemed reasonably necessary by CenturyLink or (ii) terminate the affected Service if such non-compliance is recurring. CenturyLink may likewise restrict access to the CenturyLink Premises if Customer fails to timely cure any breach of the Agreement.

4. Subject to the rest of this section, CenturyLink may enter the Customer Area and/or access Customer Equipment only to the extent necessary to provide a Service or otherwise exercise its rights under the Agreement. If Customer Equipment needs to be moved to another area within the same CenturyLink Premises or to another CenturyLink Premises due to either Customer's requirements for additional space or CenturyLink's reasonable business needs, the parties will cooperate to complete and minimize the impact of the relocation. CenturyLink may temporarily store Customer Equipment pending its installation at a CenturyLink Premises ("Equipment Storage"). If Equipment Storage continues for more than 30 days, CenturyLink may return, at Customer's expense, the Customer Equipment. The risk of loss or damage for any Customer Equipment during any Equipment Storage shall be upon Customer. If any Authorized Representative or Customer Equipment presents any material risk of harm to CenturyLink, its employees, agents, contractors, or customers, or the CenturyLink Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, CenturyLink may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer Equipment will not cause personal injury or property damage at a CenturyLink Premise.

5. Customer shall within five days of the end of the Service Term: (a) remove all Customer Equipment and any other Customer property ("Customer Materials") from the CenturyLink Premises; and (b) return the Customer Area to CenturyLink in the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Service Term, CenturyLink may remove any Customer Materials (without liability) and, at Customer's expense, either: (a) store it until Customer remits all amounts owed (including storage expenses) or (b) ship such Customer Materials FOB Origin to Customer at Customer's last address of record.

6. Network Connectivity.

6.1 Hosting Network Infrastructure. The Colocation network infrastructure provides connectivity from Customer's environments to the available networks within each facility, including the CenturyLink backbone(s), and other Colocation customers or Alternate Carrier Network Connections. With valid orders, Customer is permitted to interconnect to other customers or alternate carriers as described; however, all connections from Customer environment to any other customer or any network infrastructure must be performed by CenturyLink.

6.1.1 Alternate Carrier Network Connection. An Alternate Carrier Network Connection is a connection to a non-CenturyLink network. Depending on the particular data center's configuration, Alternate Carrier Network Connections can be made at either the data center's carriers' premises or at the data center's servicing point of presence. Depending on the data center and alternate carrier availability, the rates and required components may vary. In the event that a carrier of interest to Customer is not available at the data center's carriers' premises Customer is encouraged to inform its CenturyLink sales representative or the data center manager so that CenturyLink may inform such carrier of potential demand for carrier's services which may lead to a CenturyLink agreement with such carrier to establish a presence at the data center.

7. This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the CenturyLink Premises and any CenturyLink Equipment in accordance with the Agreement and agrees that this Service Schedule, to the extent it involves the use of

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space leased by CenturyLink, shall be subordinate to any lease between CenturyLink and its landlord(s). Customer hereby waives and releases any claims that it may have against the landlord(s) under any lease by CenturyLink with respect to any Customer Equipment or property located in the CenturyLink Premises demised to CenturyLink by such landlord(s). If the CenturyLink Premises becomes the subject of a taking by eminent domain by any authority having such power, CenturyLink shall have the right to terminate any or all of the affected Services without liability; provided, however, that CenturyLink will use commercially reasonable efforts to move Customer to another, comparable CenturyLink Premises prior to exercising such termination right. CenturyLink shall have the right to terminate any or all of the Services without liability of any kind on the earlier of (i) the expiration of or earlier termination of CenturyLink's underlying lease for the CenturyLink Premises, or (ii) expiration or earlier termination of this Service Schedule. The parties agree that any renewal of the Services shall be contingent on the election by CenturyLink, in its sole discretion, to continue to own or lease the CenturyLink Premises.

8. Insurance. As a condition to providing Customer with physical access to the Data Centers and/or the placement of Customer Equipment within the Data Center, Customer will at all times during the term of this Agreement, and at its own cost and expense, carry and maintain the following insurance coverage with insurers having a minimum "Best's" rating of A VII (A-7), provided however, 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) "All Risk" Property insurance covering all Customer Equipment located in the CenturyLink Premises in an amount not less than its full replacement cost;

(b) Commercial General Liability insurance covering claims for bodily injury, death, personal injury, or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the Data Center by Customer, including coverage for premises-operation, products/completed operations, and contractual liability with respect to the liability assumed by Customer hereunder. The limits of insurance will not be less than: (i) Each Occurrence - \$2,000,000, or local currency equivalent; (ii) General Aggregate - \$4,000,000, or local currency equivalent; (iii) Products/Completed Operations - \$2,000,000, or local currency equivalent; and (iv) Personal & Advertising Injury - \$2,000,000, or local currency equivalent;

(c) In the US, Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee entering onto the CenturyLink Premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident; and internationally, Employers' Liability insurance with limits of not less than \$1,000,000 USD, or local currency equivalent; and

(d) In the US, Comprehensive Automobile Liability insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage; and internationally, Automobile Liability insurance as required by law, covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement.

The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. If applicable, Customer will require its subcontractors and agents to maintain the same insurance. Upon written request from CenturyLink, Customer will forward to CenturyLink certificate(s) of such insurance. The certificate(s) will provide that: (e) CenturyLink (and its participating affiliates) be named as additional insured as their interest may appear with respect to this Agreement; and (f) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by CenturyLink.

9. Marketing. Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that (i) CenturyLink has the right to use Customer's name, trademarks, or other proprietary identifying symbol for its marketing communication activities and (ii) CenturyLink may issue a mutually acceptable press release (approval of which shall not be unreasonably withheld) announcing Customer's selection or expansion with CenturyLink as its provider of colocation services.

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SERVICE SCHEDULE: HOSTING SERVICES

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

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SERVICE SCHEDULE: CENTURYLINK TS NETWORK SERVICES**

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

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

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

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

3. Definitions.

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

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

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

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

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

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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 Exhibit are governed solely by the terms of such Service Exhibit.
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 shall 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.

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SERVICE SCHEDULE: CENTURYLINK TS PROFESSIONAL SERVICES

1. Professional services purchased hereunder shall be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference. This Service Schedule applies solely to professional services to be performed by CenturyLink TS; all other professional services provided by other CenturyLink affiliates are available under a separate Service Exhibit.
2. The termination of any professional services will not affect Customer's obligations to pay for other Services. If Customer terminates all or part of a SOW prior to its BCD, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by CenturyLink. If a SOW or a part thereof is terminated either by CenturyLink for cause or by Customer for any reason other than cause after the BCD but prior to completion of the Professional Services under such SOW, then Customer 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. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the term of a SOW. "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, report formats, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the term of a SOW.
4. Except for the rights expressly granted in this Service Schedule, nothing herein or in any SOW 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.
5. Effective at the time CenturyLink receives full and final payment for a Deliverable (as defined in the applicable SOW), CenturyLink: (a) assigns to Customer all right, title and interest CenturyLink may possess, including all intellectual property rights, in such Deliverable provided by CenturyLink to Customer pursuant to the applicable SOW, excluding any CenturyLink Technology; and (b) grants to Customer a non-exclusive, non-transferable, royalty free license to use the CenturyLink Technology incorporated into the Deliverable solely and exclusively as incorporated into and made part of the Deliverable as a whole. To the extent Customer, its employees or contractors participate in the creation of CenturyLink Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to CenturyLink all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to comply with this section. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

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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 shall 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® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: CENTURYLINK CLOUD SERVICES

The services covered by this Service Schedule are the CenturyLink Cloud services provided by CenturyLink to Customer from time to time (collectively, "Cloud Services" or "Services") and included on <https://www.centurylinkcloud.com/> (the "Website") and the Client Management section of the Website (the "Control portal"). The parties acknowledge and agree that all Cloud Services provided pursuant to this Service Schedule are provided by CenturyLink through CenturyLink TS' affiliate, Tier 3, Inc.

Notwithstanding anything to the contrary, the following terms shall 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 shall 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 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.

"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 1) an applicable service term designated on the applicable Service Order; and 2) 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 sixty (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 (1) the MMRC if actual usage is less than the MMRC; or (2) 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 twelve (12) months, unless terminated by either party in writing at least sixty (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 shall 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 shall 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 thirty (30) day notice and cure period, Content

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is not deleted and/or removed, CenturyLink reserves the right to delete any and all Cloud Content without further obligation or liability to Customer.

7. Data Preservation. In the event CenturyLink exercises its right to suspend Customer's access to Cloud Services, during the period of suspension (i) CenturyLink will not take any action to intentionally erase any Content; and (ii) 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: (i) it will provide accurate and complete information as requested by CenturyLink in connection with its registration for the Services; and (ii) 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 (i) if Customer expressly authorizes CenturyLink to do so in connection with Customer's use of the Services, including requests for support; or (ii) as necessary to provide the Services to Customer or to prevent or address service or technical problems, or to comply with the Agreement; or (iii) at the request of a governmental or regulatory body, subpoena 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 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.

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 (i) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (ii) 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 ninety (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 shall 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 <http://www.centurylinkcloud.com/legal/au> and the additional terms applicable to certain services and software available at <http://www.centurylinkcloud.com/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 <http://www.centurylinkcloud.com/legal/sla>. CenturyLink may modify the SLA Attachment from time to time, effective upon posting.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
MANAGED ENTERPRISE SERVICE EXHIBIT**

1. General. CenturyLink QCC will provide Managed Enterprise service ("Service") under the terms of this Service Exhibit, the Agreement and any statement of work ("SOW") incorporated by reference into this Service Exhibit.

2. Service.

2.1 Description. Service is a support service that provides monitoring and management of specific applications and customer premises equipment ("CPE") in Customer's network environment. Service includes: (a) 24x7x365 remote monitoring of predefined, in-scope components and interfaces from a facility; (b) fault management services, including fault detection, isolation, diagnosis, remote repair when possible; (c) pro-active Customer notification and escalation as appropriate; (d) engineering analysis; (e) pro-active management of quality of service ("QoS"); (f) management of dialing plans and moves, adds and changes; (g) configuration management; (h) reports and ticketing; and (i) network design verification service. CenturyLink uses an ITIL certified service delivery team to provide the Service. Service does not include CPE unless a SOW includes specific CPE CenturyLink will provide, Internet connections to supported devices, underlying transport service, service to connect to the public switched telephone network ("PSTN"), lab testing, lab modeling or other services. Customer must have separate service (e.g., primary rate interface or SIP Trunk) for calls originating on or terminating to the PSTN. Customer may separately purchase from CenturyLink CPE, Internet connections, transport service, access service to the PSTN, IP PBX, messaging, Contact Center, collaboration local area network ("LAN")/WAN/wireless LAN, firewall, and unified threat management as a part of its IPC environment. System failure notifications will be sent to Customer per Customer's SOW.

2.2 Network Design Verification. CenturyLink will evaluate the ability of Customer's network to support the Service. In the event CenturyLink determines in its evaluation that Customer's network environment is unable to support the Service applications, CenturyLink may provide a plan to improve Customer's network. Site surveys may be required to verify Customer network elements and configuration.

2.3 CenturyLink Responsibilities.

(a) CenturyLink will provide Customer with a non-exclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the CenturyLink-managed devices reside. CenturyLink will work with the Customer to facilitate resolution of service-affecting issues. Service installation intervals vary depending on network size and specific device types. Individual SOWs and project plans will be created and used to define and manage the overall engagement.

(b) CenturyLink is responsible for changing or updating any virtual LANs ("VLAN") or Internet protocol ("IP") addressing on managed or converged network devices.

2.4 Customer Responsibilities.

(a) For Customer provided CPE, Customer is required to maintain a hardware maintenance agreement and software subscription agreements with the respective vendors for the applications and CPE CenturyLink supports under this Service Exhibit and maintain the software within one version of the current release.

(b) For CenturyLink provided CPE, Customer will provide CenturyLink with accurate and current local site contact information, adequate space (e.g., an equipment closet), and appropriate access to Customer's designated locations. CenturyLink will provide instructions to Customer for use of the Service. Customer will not obtain any ownership interests in the CenturyLink provided CPE used to provide the Service. Upon termination of the Service, Customer must return the CenturyLink provided CPE to CenturyLink (as instructed by CenturyLink) in the same condition as it was on the first day provided, normal wear and tear excepted. If Customer fails to return the CenturyLink provided CPE in the time and manner provided by CenturyLink, Customer will pay to CenturyLink, the fair market value of the CPE as determined by CenturyLink. CenturyLink is not liable for any damage to the CenturyLink provided CPE caused by Customer.

(c) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of Service. For Out-of-Band Customer will provide access as stated in the SOW.

(d) Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

(e) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (i) for Service delivered via IP connectivity with CenturyLink IQ® Networking Internet Port and/or other public Internet service, devices must contain an appropriate operating system capable of establishing IP security ("IPSec") virtual private networks or (b) provide an open port on a firewall capable of terminating an IPSec tunnel to accommodate remote management and monitoring. Customer is responsible for the underlying Internet connection. Customer will have the ability to route network management information to and from all other Customer devices within the Service. For large or critical networks, multiple Service management connections may be required.

(f) Customer must provide: (i) a publicly routable valid IP address in order to establish the Service connection; and (ii) enable CenturyLink to establish an IPsec tunnel. Customer's primary technical interface person will be available during the remote installation process in order to facilitate installation of the Service. If Customer already has a CPE maintenance agreement with another provider for Customer provided CPE, CenturyLink will still provide outage notification to Customer or Customer's designee. The response times

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for which the Customer has contracted with their 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. Customer will furnish all information reasonably required by CenturyLink before the remote installation phase of Service to enable CenturyLink to provide the Service.

(g) Customer is also responsible for the following:

(i) Activation assistance – Cooperation is essential during the activation period. Customer is responsible for providing complete and thorough details of the network environment to ensure an effective and efficient provisioning process.

(ii) Informing CenturyLink of changes or problems – Customer is responsible for sharing with CenturyLink all information that might impact the Service or CenturyLink's ability to provide its Service as soon as the changes or problems are discovered. This includes informing CenturyLink of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.

(iii) Supplying a POC – Customer is responsible for providing CenturyLink with a point of contact ("POC") who can serve as the central point of contact for all information exchanged with CenturyLink. This POC should be available 24 hours a day. This POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address (including PGP if available), work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the work day or after hours. CenturyLink is not responsible for damages that may be incurred because the customer's POC is unreachable.

(iv) End-User support – Customer is responsible for providing end-user support.

(v) VLAN management – Customer provides VLAN management schema for review.

(vi) IP management – Customer provides IP addressing schema for review. Customer is responsible for IP address custody.

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

(a) 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.

(b) 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.

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

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

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3. Term; Cancellation. The term of this Service Exhibit will commence on the date it is added to the Agreement and continue for select the Service Term months ("Initial Service Term"). Upon expiration of a Service Term, each Service will automatically renew for a period equal to the expired Service Term length ("Renewal Service Term"). The Initial Service Term and each Renewal Service Term are referred to as a "Service Term." Either party may cancel the Service by providing 60 days prior written notice of such cancellation to the other party. If all Service under this Service Exhibit and SOWs is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of the applicable Service Term, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) 100% of each Minimum Commitment on all SOWs multiplied by the number of months remaining in the first 12 months of the Initial Service Term, if any, and (b) 75% of the average MRCs over the last six months charged to Customer under all SOWs multiplied by the number of months, or portion thereof, remaining in the Service Term beyond the first 12 months of the Initial Service Term. Customer will remain liable for charges accrued but unpaid as of the cancellation date.

4. Insurance. For CenturyLink provided CPE, Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CPE, the following insurance: (a) "All-Risk" property insurance covering the CPE for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

5. Charges. Customer will pay all applicable charges in the applicable SOW. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed SOW. During each month of the Service Term, Customer agrees to not drop below the minimum commitment dollar amount for each category of device/seat stated in each row for each category of the pricing table in each SOW ("Minimum Commitment"). In any given month Customer's actual MRCs for a particular category of device/seat in a SOW are below the associated Minimum Commitment in that SOW, Customer will pay to CenturyLink the difference between those actual MRCs for that month and the applicable Minimum Commitment. The MRCs set forth in the applicable SOW will be used to calculate Contributory Charges.

6. Purchase of CenturyLink provided CPE. Upon the completion of the Service Term in which the Service is not renewed, Customer may purchase the CenturyLink provided CPE from CenturyLink for use with the Service at the fair market value mutually agreed upon by the parties. If Customer chooses to purchase the CenturyLink provided CPE, Customer must notify CenturyLink of its intention to do so at least 60 days prior to completion of the Service Term, and Customer must purchase the CenturyLink provided CPE on the last day of the Service Term on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title to and responsibility for the applicable CenturyLink provided CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased CPE. Customer is also responsible for proper disposal of all purchased CPE. Customer hereby releases CenturyLink from any and all liability relating in any way to the purchased CPE.

7. SLA. Except as stated in this section, Service is subject to the service level agreement ("SLA") located at <http://www.centurylink.com/legal/> and which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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

"IPC" means IP communications, which consists of devices, applications, or end-points that, individually or in combination, enable the transmission of packetized voice, video, or data.

"Out-of-Band" means a connection between two devices that relies on a non-standard network connection.

"PGP" means pretty good privacy, which is a cryptographic product family enabling people to securely exchange messages and secure files, disk volumes, and network connections with both privacy and strong authentication.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
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ATTACHMENT 1

**LIMITED LETTER OF AGENCY
between
("Customer")
and
CenturyLink Communications, 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 Managed Enterprise service ("Service"). Service activities will consist of working with Customer's LEC, IXC, ISP, 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; (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 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

**OFFER ATTACHMENT FOR
CENTURYLINK IQ NETWORKING DATA CENTER CONNECTIVITY OFFER**

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

1. Definitions.

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

"Eligible On-Net Circuit" means a Local Access circuit that uses a 1 Gigabit, a 2.5 Gigabit, or a 10 Gigabit Ethernet handoff to connect the Eligible Data Center to CenturyLink's network.

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

2. Scope. The purpose of this Attachment is to provide offer pricing for Eligible Ports and Eligible On-Net Circuits. Unless approved by CenturyLink, offer pricing for CenturyLink IQ Networking Service and Local Access Service is exclusive of, and may not be combined with any other offers, promotions, or discounts and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits.

3. Eligibility and Restrictions. The minimum service term ("Service Term") for each Eligible Port and Eligible On-Net Circuit may be 12, 24 or 36 months. Customer must order the Eligible Port and related Eligible On-Net Circuit at the same time and for the same Service Term. The offer pricing set forth below is available to Customers that are: (a) purchasing a new Eligible Port and a new Eligible On-Net Circuit; or (b) restarting the same length Service Term of an existing Eligible Port and related Eligible On-Net Circuit which have no more than 25% of the months remaining in their Service Term. For example, an existing Service Term of 36 months could have no more than nine months remaining to be considered eligible and a new 36 month Service Term would be required. Eligible Ports and Eligible On-Net Circuits are subject to availability and their specific location and availability must be qualified and approved by CenturyLink at CenturyLink's sole discretion. If an Eligible Port or Eligible On-Net Circuit is canceled before its Service Term is completed, then Customer must pay CenturyLink a Cancellation Charge equal to the Eligible Port's offer pricing MRC shown below multiplied by the number of months remaining in the Service Term. After the completion of the applicable Service Term for each Eligible Port and Eligible On-Net Circuit: (c) the term will continue on a month-to-month basis until canceled by either party with 60 days' notice and (d) offer pricing will continue to apply, however CenturyLink reserves the right to modify rates or discontinue offer pricing with 60 days' notice. In order to receive the offer pricing shown below, Customer's Agreement must include all of the applicable Service Exhibits and Customer must sign and return this Attachment, and order Service before December 31, 2014.

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

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

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

4.2 Precise Burstable Net Rate Pricing.

Precise Burstable Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Internet Port	12 Month Service Term MRC per Mbps* (promo code QDC2IGEPB1)	24 Month Service Term MRC per Mbps* (promo code QDC2IGEPB2)	36 Month Service Term MRC per Mbps* (promo code QDC2IGEPB3)	NRC per Port**
0.000 – 100 Mbps	\$7.13	\$6.79	\$6.46	\$4,000
100.001 – 150 Mbps	\$7.13	\$6.79	\$6.46	\$4,000
150.001 - 200 Mbps	\$7.13	\$6.79	\$6.46	\$4,000
200.001 - 250 Mbps	\$6.30	\$5.99	\$5.67	\$4,000
250.001 - 300 Mbps	\$6.30	\$5.99	\$5.67	\$4,000
300.001 - 350 Mbps	\$5.53	\$5.23	\$4.97	\$4,000
350.001 - 400 Mbps	\$5.53	\$5.23	\$4.97	\$4,000
400.001 - 500 Mbps	\$4.80	\$4.56	\$4.32	\$4,000
500.001 - 600 Mbps	\$4.31	\$4.09	\$3.90	\$4,000

**OFFER ATTACHMENT FOR
CENTURYLINK IQ NETWORKING DATA CENTER CONNECTIVITY OFFER**

600.001 – 700 Mbps	\$3.58	\$3.38	\$3.22	\$4,000
700.001 – 800 Mbps	\$3.58	\$3.38	\$3.22	\$4,000
800.001 – 900 Mbps	\$3.58	\$3.38	\$3.22	\$4,000
900.001 – 1000 Mbps	\$3.58	\$3.38	\$3.22	\$4,000

*Includes On-Net Local Access service. Special Construction and Local Access ancillary fees not included.

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

Precise Burstable 10 Gigabit Ethernet (10,000 Mbps) Precise Burstable Minimum = 1000 Mbps Internet Port	12 Month Service Term MRC per Mbps* (promo code QDC2110GPB1)	24 Month Service Term MRC per Mbps* (promo code QDC2110GPB2)	36 Month Service Term MRC per Mbps* (promo code QDC2110GPB3)	NRC per Port**
0.000 – 1,000 Mbps	\$3.56	\$3.38	\$3.19	\$20,000
1,000.001 – 2,000 Mbps	\$3.56	\$3.38	\$3.19	\$20,000
2,000.001 – 3,000 Mbps	\$3.29	\$3.10	\$2.96	\$20,000
3,000.001 – 4,000 Mbps	\$2.98	\$2.84	\$2.70	\$20,000
4,000.001 – 5,000 Mbps	\$2.72	\$2.58	\$2.45	\$20,000
5,000.001 – 6,000 Mbps	\$2.48	\$2.34	\$2.21	\$20,000
6,000.001 – 7,000 Mbps	\$2.21	\$2.06	\$1.97	\$20,000
7,000.001 – 8,000 Mbps	\$2.21	\$2.06	\$1.97	\$20,000
8,000.001 – 9,000 Mbps	\$2.21	\$2.06	\$1.97	\$20,000
9,000.001 – 10,000 Mbps	\$2.21	\$2.06	\$1.97	\$20,000

*Includes On-Net Local Access service. Special Construction and Local Access ancillary fees not included.

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

Precise Burstable Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Private Port	12 Month Service Term MRC per Mbps* (promo code QDC2PGEPB1)	24 Month Service Term MRC per Mbps* (promo code QDC2PGEPB2)	36 Month Service Term MRC per Mbps* (promo code QDC2PGEPB3)	NRC per Port**
0.000 – 100 Mbps	\$8.22	\$7.79	\$7.41	\$4,000
100.001 – 150 Mbps	\$8.22	\$7.79	\$7.41	\$4,000
150.001 – 200 Mbps	\$8.22	\$7.79	\$7.41	\$4,000
200.001 – 250 Mbps	\$7.25	\$6.89	\$6.53	\$4,000
250.001 – 300 Mbps	\$7.25	\$6.89	\$6.53	\$4,000
300.001 – 350 Mbps	\$6.33	\$5.99	\$5.74	\$4,000
350.001 – 400 Mbps	\$6.33	\$5.99	\$5.74	\$4,000
400.001 – 500 Mbps	\$5.52	\$5.24	\$4.96	\$4,000
500.001 – 600 Mbps	\$4.95	\$4.69	\$4.50	\$4,000
600.001 – 700 Mbps	\$4.10	\$3.90	\$3.71	\$4,000
700.001 – 800 Mbps	\$4.10	\$3.90	\$3.71	\$4,000
800.001 – 900 Mbps	\$4.10	\$3.90	\$3.71	\$4,000
900.001 – 1000 Mbps	\$4.10	\$3.90	\$3.71	\$4,000

* Includes On-Net Local Access 1Gbps service. Special Construction and Local Access ancillary fees not included.

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

Precise Burstable 10 Gigabit Ethernet (10,000 Mbps) Precise Burstable Minimum = 1000 Mbps Private Port	12 Month Service Term MRC per Mbps* (promo code QDC2P10GPB1)	24 Month Service Term MRC per Mbps* (promo code QDC2P10GPB2)	36 Month Service Term MRC per Mbps* (promo code QDC2P10GPB3)	NRC per Port**
0.000 – 1,000 Mbps	\$4.09	\$3.86	\$3.68	\$20,000
1,000.001 – 2,000 Mbps	\$4.09	\$3.86	\$3.68	\$20,000
2,000.001 – 3,000 Mbps	\$3.76	\$3.58	\$3.39	\$20,000
3,000.001 – 4,000 Mbps	\$3.43	\$3.26	\$3.12	\$20,000
4,000.001 – 5,000 Mbps	\$3.13	\$2.96	\$2.82	\$20,000
5,000.001 – 6,000 Mbps	\$2.84	\$2.71	\$2.54	\$20,000
6,000.001 – 7,000 Mbps	\$2.52	\$2.39	\$2.27	\$20,000
7,000.001 – 8,000 Mbps	\$2.52	\$2.39	\$2.27	\$20,000
8,000.001 – 9,000 Mbps	\$2.52	\$2.39	\$2.27	\$20,000

**OFFER ATTACHMENT FOR
CENTURYLINK IQ NETWORKING DATA CENTER CONNECTIVITY OFFER**

9,000.001 – 10,000 Mbps	\$2.52	\$2.39	\$2.27	\$20,000
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*Includes On-Net Local Access service. Special Construction and Local Access ancillary fees not included.

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

5. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibit(s). This Attachment will be effective as of the date it is signed by CenturyLink (“Attachment Effective Date”). The offer pricing will become effective for existing Eligible Ports as soon as practicable, but in no event later than the second full billing cycle following the Attachment Effective Date. If Customer has an existing Agreement that does not include the CenturyLink IQ Networking or Local Access Service Exhibits, the applicable Service Exhibits are hereby added with this Attachment and by signing this Attachment, Customer understands that the respective Service Exhibit’s Effective Date will be the same as the Attachment Effective Date and agrees to and accepts the terms of the Service Exhibit, which are hereby incorporated into the Agreement. If Customer has an existing Agreement that includes the applicable Service Exhibit(s), this Attachment is hereby added to the Agreement. In the event of any conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. All other terms set forth in the Agreement will remain in effect. This Attachment, the CenturyLink IQ Networking Service Exhibit and the Local Access Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof. Electronic signatures on this Attachment will be accepted only in the form and manner prescribed by CenturyLink.

Agreed to and Accepted:

CUSTOMER:

**QWEST COMMUNICATIONS COMPANY, LLC
D/B/A CENTURYLINK QCC**

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

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

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

2. Service.

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

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

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

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

2.3 Customer Responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DDOS MITIGATION SERVICE
PRICING ATTACHMENT**

1. Pricing.

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

CenturyLink IQ Networking Internet Port Maximum Bandwidth or NBS Security Bandwidth	MRC
DS1 (1.5 Mbps) to 7xDS1 (10.5 Mbps) for Internet Ports 1 – 9 Mbps for NBS	\$580.00
8xDS1 (12 Mbps)*	\$660.00
DS-3 (45 Mbps)*	\$845.00
OC-3 (155 Mbps)*	\$1,615.00
OC-12 (622 Mbps)*	\$3,360.00
OC-48 (2.5 Gbps)*	\$11,340.00
10 Mbps	\$500.00
20 Mbps	\$800.00
30 Mbps	\$1,000.00
40 - 100 Mbps	\$1,250.00
200 Mbps	\$2,200.00
300 Mbps	\$3,100.00
400 - 1000 Mbps	\$4,200.00
2 Gbps	\$7,500.00
3 Gbps	\$10,500.00
4 – 10 Gbps	\$14,700.00

* Available with Internet Ports only.

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

CenturyLink IQ Networking Internet Port Maximum Bandwidth or NBS Security Bandwidth	MRC
DS1 (1.5 Mbps) to 7xDS1 (10.5 Mbps) for Internet Ports 1 – 9 Mbps for NBS	\$450.00
8xDS1 (12 Mbps)*	\$515.00
DS3 (45 Mbps)*	\$660.00
OC3 (155 Mbps)*	\$1,210.00
OC12 (622 Mbps)*	\$2,600.00
OC48 (2.5 Gbps)*	\$8,775.00
10 Mbps	\$400.00
20 Mbps	\$650.00
30 Mbps	\$825.00
40 - 100 Mbps	\$995.00
200 Mbps	\$1,800.00
300 Mbps	\$2,550.00
400 - 1000 Mbps	\$3,500.00
2 Gbps	\$6,250.00
3 Gbps	\$8,750.00
4 – 10 Gbps	\$12,250.00

* Available with Internet Ports only.

CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide CenturyLink® Hosted VoIP (“Hosted VoIP”) and CenturyLink IQ® SIP Trunk (“SIP Trunk”) (collectively, “Service”) under the terms of the Agreement and this Service Exhibit.

“Administrator Portal” enables the Customer administrator to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

“Alien TN” means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.

“ANI” means automatic number identification.

“Approved Connectivity” means a new or existing CenturyLink IQ® Networking port or Data Bundle solution provided by CenturyLink QCC, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink QCC. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink’s Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

“Approved CPE” means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the “Customer-Owned CPE” section of this Service Exhibit will apply.

“Calling Party Number” (CPN) means the originating party’s telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

“CenturyLink-Approved 911 Location” means Customer’s current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

“Customer Environment” means Customer’s data network/equipment and premises environment.

“Enterprise Trunk” means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.

“EULA” means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.

“Initial Term” is the term of the Service as shown in the Pricing Attachment.

“IP” means Internet Protocol.

“IP Device” means IP-enabled station sets, expansion modules and handsets approved by CenturyLink for use with the Service.

“ISS” means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/clc_info_services.pdf and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

“MATR” means minimum average time requirement.

“Minimum Service Term” is six months from the Start of Service Date.

“Net Rates” are in lieu of all other rates, offers, discounts, and promotions.

“Off-Net Calls” means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

“On-Net Calls” means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier’s IP network.

“Ported TN” means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

“PPU” means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

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

“PSAP” means public safety answering point.

“PSTN” means public switched telephone network.

“QoS” means Quality of Service.

“Rate Sheet” means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>; and (b) for SIP Trunk the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheets are incorporated herein by reference.

“Remote BLA” means remote bridged line appearance.

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CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

“Remote SCA” means remote shared call appearance.

“Renewal Term” means renewal periods equal to the Initial Term that commence once the Initial Term is complete.

“Router” means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

“RSS” means the International Rates and Services Schedule which can be found at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf and which is subject to change. The RSS contains provisions relating to international toll free service.

“Session” means a single unit of simultaneous call capacity.

“SIP” means Session Initiation Protocol.

“SIP Trunk Diversion Header” means a header used to support PSTN redirecting services such as Call Forwarding.

“SLAs” means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

“Soft Phone” means software for an IP-enabled device that allows Customer’s End Users to use the Service to make and receive calls on that device.

“Start of Service Date” means the date CenturyLink notifies Customer that Service is provisioned and ready for use.

“Term” means Initial Term and each Renewal Term.

“Trunk Group” means a group of Sessions used for local or usage-based voice services.

2. Service.

2.1 Description. Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the “Hosted VoIP Service” sub-section. Features and options available only with SIP Trunk are listed in the “SIP Trunk” sub-section. Features and options available with both Services are listed in the “Common Features” sub-section. Each Hosted VoIP and SIP Trunk seat includes one telephone number (“TN”).

(a) Hosted VoIP Service. Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for Router rental and maintenance. Subject to connectivity and Approved CPE limits, Customer may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

(i) Hosted VoIP Basic Seats. Basic seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific End User. Basic seats include: the ability to make On-Net and Off-Net Calls, an End User Portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependent on IP handset model or Soft Phone software. Basic seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink sales representative. The End User Portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Customer administrator functionality, including the ability to set up End Users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

(ii) Hosted VoIP Standard Seats. Standard seats are designed to address a company’s standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include the features listed for basic seats above, plus a standard feature package and voicemail.

(iii) Hosted VoIP Conference Room Seats. Conference room seats have the same features as a standard seat, and are tailored for the purpose of attaching a conference room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference room seats do not include voice mail.

(iv) Hosted VoIP Premium Seats. Premium seats are designed to fit the needs of the majority of a company’s professional employees. Premium seats provide End Users with advanced IP phone features as well as premium phone and soft client access. Premium seats include the features listed for basic and standard seats above, plus an advanced feature package and Microsoft® Outlook® integration.

(v) Hosted VoIP Receptionist Seats. Receptionist seats have the same features as a premium seat, and are intended for use by Customer End Users who handle multiple calls and redirect those calls to other Customer End Users within their business group. Receptionist seats may either use IP phones with up to three side car modules to expand the call appearance capacity, or a receptionist web console. Additional charges apply for side car modules and the receptionist web console. The receptionist web console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays End Users’ status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

(vi) Hosted VoIP Admin Seats. Admin seats are intended for use by Customer End Users who handle multiple calls and redirect those calls to other Customer End Users within their business group. Admin seats may either use IP phones with one side car module to expand the call appearance capacity, or a receptionist web console. An additional charge applies for the receptionist web console. The receptionist web console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays End Users’ status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

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(vii) Hosted VoIP Analog Seats. An analog seat does not include a physical device (like a phone). This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Customer's premises. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as premium seats, except for the associated physical device.

(viii) Hosted VoIP Spare Device. A spare device is (a) a secondary IP Device that Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) a secondary IP Device in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that End Users understand the 911 requirements if the End User uses a spare device in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(b) SIP Trunk. SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions and at least one seat with the Service. Features listed in this section (b) are only available with SIP Trunk.

(i) Standard SIP Trunk Sessions. Standard SIP Trunk Sessions include the ability to make On-Net and Off-Net calls and terminate toll free calls, access to the End User portal and Administrator Portal, Session pooling, failover, call logs, third party voice mail support, intercept user, phone status monitoring, and other features. Standard SIP Trunk Sessions support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(ii) Enterprise SIP Trunk Sessions. Enterprise SIP Trunk Sessions include features included in standard SIP Trunk Sessions plus Enterprise Trunking and homing to geo diverse session border controllers. Enterprise SIP Trunk Sessions also support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(iv) Optional SIP Trunk Features. The optional features listed in this section are available for an additional charge only with SIP Trunk.

(1) SIP Trunk Standard Seats. SIP Trunk standard seats are for use with standard SIP Trunk Sessions and Enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include a standard feature package.

(2) SIP Trunk Premium Seats. SIP Trunk premium seats are for use with any type of SIP Trunk Session. SIP Trunk premium seats are designed to fit the needs of the majority of a company's professional employees. They provide End Users with advanced IP phone features and they support inbound anywhere functionality and Soft Phone access.

(3) SIP Trunk Mobility Seats. SIP Trunk mobility seats are for use with any type of SIP Trunk Session. A SIP Trunk mobility seat includes standard SIP Trunk features, and it supports inbound anywhere functionality and Soft Phone.

(4) Enhanced 911 Service. Enhanced 911 Service provides Customer the option to have an E911 service address per telephone number. Without this option, 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual End User location.

(5) SIP REFER. SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

(6) CTAC Customer Support. "CTAC Customer Support" is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ® SIP Trunk Service and is subject to availability. "CTAC" means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the type of equipment, maintenance plans, and CenturyLink's approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.

(c) Common Features. Customer may purchase the following optional features and services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the End User and does not depend on the End User's physical location.

(i) Hunt Groups. An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.

(ii) Auto Attendant. An additional MRC and NRC apply for each auto attendant.

(iii) Voice Mail Only Seats. Customer may purchase optional voice mail only seats at the MRC shown on the Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.

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- (iv) **Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as Hosted VoIP or SIP Trunk premium seats, except for the associated physical device.
- (v) **Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.
- (vi) **Anywhere TNs.** Customer can order optional anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk premium seats and with SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.
- (vii) **Alternate TNs.** An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs are may be used for incoming calls only.
- (viii) **Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic Hosted VoIP seat MRCs, and in the standard and enterprise SIP Trunk Session MRCs.
- (vix) **Off-Net Calls.** Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a Voice Service Exhibit, those negotiated rates will apply to long distance in lieu of the ISS rates or the LD/TF Offer. Regardless of where Off-Net pricing for long distance is located, the terms and conditions of this Service Exhibit will continue to apply to long distance used with Service. Additional per minute charges apply to each Off-Net Call leg of a conference call.
- (x) **Toll-Free.** Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a Voice Service Exhibit, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer. Regardless of where toll free pricing is located, the terms and conditions of this Service Exhibit will continue to apply to toll free used with the Service.
- (xi) **Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf.
- (xii) **Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.
- (xiii) **Directory Assistance.** A flat per call charge applies to directory assistance.
- (xiv) **Receptionist Web Console.** Receptionist web console is a web-based application that provides receptionist console capabilities for Service on a Customer PC. An additional MRC applies for each receptionist web console.
- (xv) **Desktop/Mobile Soft Phones.** Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with standard or premium seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with premium or mobility seats.
- (xvi) **PAC/VPAC.** PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End Users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.
- (xvii) **Voicemail Transcription.** The voicemail transcription feature transcribes a voicemail into text that is delivered via email. The quality of transcripts varies and in certain cases this feature may not be available. An additional charge applies.
- (xviii) **IP Failover.** IP failover is an optional feature where the Approved CPE Router is configured with the ability to route Internet and VoIP traffic to another network in the event the primary Internet connection is interrupted. IP failover is an optional feature at an additional charge. Customer is not entitled to any SLA remedies for periods when IP failover is in effect. CenturyLink recommends Customer and its End Users always have an alternative means of accessing 911 services. Customer will notify its End Users of these additional limitations.
- (A) **IP Failover Standard.** IP failover standard allows Customer to bring its own secondary Internet connection to use for failover scenarios. The secondary Internet connection must have a public IP address and not be restricted by a firewall or other type of device. Customer acknowledges that it might experience several minutes of network downtime while the transition from one network to the other takes place. The secondary Internet connection is not included in the IP failover charge. If the failover connectivity selected by

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Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services.

(xix) Contact Center Groups. A contact center group (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to End Users within a contact center group. Contact center groups can be added through the Administrator Portal at no additional charge but they require a dedicated telephone number (which is an available TN) for inbound calls. There are two levels of contact center groups: basic and standard. Customer must ensure that the MCC (Maximum Concurrent Calls) settings for that site has an adequate setting to accommodate the contact center group. Each concurrent call in queue and on a physical device associated with that site consumes a call path from the MCC setting. If the MCC is not set to an adequate amount, the maximum number of calls queued may not be realized.

(A) Contact Center Basic Group. Only End Users with a contact center basic seat or contact center standard seat can be added to a contact center basic group. A contact center basic group does not include supervisor seat functionality, End User login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a contact center basic group.

(B) Contact Center Standard Group. Only End Users with a contact center standard seat or a contact center supervisor seat can be added to a contact center standard group. A contact center standard group includes End User log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a contact center standard group.

(xx) Contact Center Basic Seat. A contact center basic seat allows End Users to be assigned to a contact center basic group. Contact center basic seats include the same features as a premium seat. There are no login or logout capabilities.

(xxi) Contact Center Standard Seat. A contact center standard seat allows End Users to be assigned to a contact center standard group. Contact center standard seats include the same features as a premium seat. End Users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.

(xxii) Contact Center Supervisor Seat. A contact center supervisor seat allows End Users to be assigned to a contact center standard group. Contact center supervisor seats include the same features as a premium seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue, and monitor calls via the included web client. Contact center supervisor seats can also monitor contact center standard groups and contact center standard seats.

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

(a) Site Conditions. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

(b) Access. Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (if Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (if installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

(c) Voice Services (Long Distance and Toll Free). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

(i) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and IQ SIP Trunk SLA, which is 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 is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide 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 website.

(ii) Telemarketing. With respect to any 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 and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b)

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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.

(iii) 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.

(iv) International Toll Free. International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

(d) Connectivity and CPE. Except for IP handsets, which can be included with Hosted VoIP Service, Customer must purchase connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

(e) Queuing Method. Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.

(f) Customer-Owned CPE. Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. Unless stated otherwise, all Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

(g) Off-Net Call Billing. Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(h) Unsupported Calls. The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. The Services do not support Remote BLAs or Remote SCAs for SIP Trunk. Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with SIP Trunk.

(i) Area of use. The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

(j) Use of Service at a Temporary Location. This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Customer purchases the 911 Emergency Service optional feature with SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and

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begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the *My 911 Location* page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

(k) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

(l) Authorized Use. Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

(m) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.

(n) Privacy. CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

(o) Telephone Numbers. Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

(p) Third Party Billed Services. The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

(q) Local Origination. Customer agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

(r) Sending Alien TNs Over CenturyLink's Network. CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance.

(s) End User License Agreements. To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End

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Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>. That URL is also found on the Help screen in the End User portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

(t) Customer's Use of Third-Party Content. Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

(u) Ancillary Device PCI Compliance. Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

2.3 SLA. Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Routers, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. 911 Emergency Service.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

3.1 Required Federal Communications Commission ("FCC") Warning. *The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP or SIP Trunk seats that are not associated to a stationary IP enabled device (e.g., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to two business days (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. **For SIP Trunk:** Additionally, CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with SIP Trunk. If a Remote BLA or Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA or Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.*

3.2 Additional Information Regarding the Limitations of 911 Services. *When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. **For Hosted VoIP:** The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the*

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PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency. **Remote BLA/SCA Limitation for Hosted VoIP:** The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two separate locations when a single phone number is dialed (i.e., the end user's house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer's calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer's address has not changed until CenturyLink has completed the 911 Update Interval. **For SIP Trunk:** Enhanced 911 allows for 911 calls to be pinpointed to the specific location of the End User. If Customer does not add the Enhanced 911 feature, the location directed to the PSAP receiving the call will be based on the street address for the PPU where SIP Trunk is installed. The location indicated to the PSAP with the 911 call will have the TN for the PPU where SIP Trunk is installed and the address associated with that number, which may be different from the number from which an End User is calling 911 based on the options Customer has selected for its PBX and/or IAD, the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the End User back if the call is not completed or is disconnected, enabling responders to locate the End User and assist with the emergency. If Customer orders the Enhanced 911 optional feature with SIP Trunk, the "For Hosted VoIP" provisions of this section will apply in lieu of the "For SIP Trunk" provisions of this section.

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

3.3 No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

3.4 Customer Must Notify End Users of 911 Limits.

Customer will notify all End Users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. Customer should direct its End Users to the following URL to review these 911 Emergency Service limitations: <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>.

3.5 Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

3.6 Use of SIP Trunk Diversion Headers on 911 Calls (for SIP Trunk only). Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

3.7 911 Calls from Alien TNs. When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs.

3.8 Acknowledgement of 911 Limitations. By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

PRINT CUSTOMER COMPANY NAME:

PRINT CUSTOMER REPRESENTATIVE'S NAME: _____

CUSTOMER REPRESENTATIVE'S INITIALS: _____

4. Term; Cancellation. 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 duration of

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the Term. Service at a Customer location will commence on the Start of Service Date for that location, and continue for the Initial Term shown in the Pricing Attachment. The Start of Service Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Start of Service Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Customer's Hosted VoIP and SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Customer's Hosted VoIP and SIP Trunk installed the immediately preceding month, 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 if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term other than during the Minimum Service Term.

5. Charges. Charges for the Service are as set forth in the Pricing Attachment, a signed CenturyLink issued quote and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Effective Date, the parties will either sign an amendment adding pricing for the new Service elements, or Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The Net Rates will be used to calculate Contributory Charges. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the primary location where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer).

6. 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 website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, websites, and products.

7. E-Mail Information/Updates. 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. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

8. Service Upgrades/MACDs. CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

8.1 Addition of Hosted VoIP or SIP Trunk Seats or SIP Trunk Sessions During Term. Customer may add additional Hosted VoIP seats or SIP Trunk seats or Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session/seat rates shown in the Pricing Attachment or Rate Sheet will apply. If Customer adds more seats and/or Sessions per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats and/or Sessions. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk Session and seat will have its own Minimum Service Term commencing on the Start of Service Date for the seat or Session. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk seats and Sessions added during the Term.

8.2 MACDs. "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

8.3 Routers. If necessary, Customer's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Customer's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Customer must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

9. Rental CPE.

9.1 General. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

9.2 Eligibility. In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

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9.3 Delivery; Return. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, 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. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

9.4 Ownership and Use. Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

9.5 Software License. Software licensor retains 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 may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

9.6 Insurance. At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

9.7 Charges. The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

9.8 CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), 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. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

9.9 Term. CPE and Service ordered during a Term will commence on the Start of Service Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

9.10 Safety Compliance. Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

9.11 Routers. Router rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown in a separate Rental CPE Rate Attachment or the Rate Sheet. The Routers provided with Service vary depending on the port speed and number of seats Customer orders for a location.

9.12 Maintenance and Configuration Changes. CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for ProMET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for ProMET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices

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provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

9.13 Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

10. Alternate Carrier Connectivity. This section applies if Customer purchases connectivity (Internet access / local access) from a carrier other than CenturyLink ("Alternate Carrier") instead of purchasing Approved Connectivity.

10.1 CenturyLink Responsibilities. Customer agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:

(a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.

(b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

(c) Customer is not required to use equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations.

(d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier.

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10.2 Customer Responsibilities.

(a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.

(b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.

(c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

10.3 Additional Service Limitations, including 911 Calling. The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its End Users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its End Users always have an alternative means of accessing 911 services.

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1. CenturyLink IQ SIP Trunk Initial Service Ordered and Pricing:

1.1 CenturyLink IQ SIP Trunk Initial Locations and Seat Quantities (Applicable to SIP Trunk Only).

SIP TRUNK – 60 MONTH INITIAL TERM		
Service Location	Service Details per Location	
TBD	XX – SIP Trunk Standard Seats XX – SIP Trunk Premium Seats XX – SIP Trunk Mobility Seats XX – Virtual Seats	XX – Contact Center Basic Seats XX – Contact Center Standard Seats XX – Contact Center Supervisor Seats

1.2 CenturyLink IQ SIP Trunk – Session and Seat Pricing for Initial Locations (Applicable to SIP Trunk Only). The following charges will apply for SIP Trunk Sessions and seats initially ordered and for SIP Trunk Sessions and seats added to the above locations during the Initial Term, and are based on the Initial Term length, and the total number of Sessions and seats across all locations. See also Voice Mail Only seat pricing on the SIP Trunk Rate Sheet.

Session Type	Net Rate Session MRC (per Session)	Net Rate Session NRC (per Session)
SIP Trunk Standard Session	\$10.00	\$0.0
SIP Trunk Enterprise Session	\$12.00	\$0.0

Seat Type	Net Rate MRC	Seat NRC
Standard Seats	\$.17	\$0.0
Premium Seats	\$2.50	\$0.0
Mobility Seats	\$2.00	\$0.0

1.3 CTAC Customer Support. The following charges apply for CTAC Customer Support. Charges are not prorated. Service is subject to availability.

CTAC Customer Support		Monday through Friday 8:00 AM – 6:00 PM, Local Time	Monday through Friday 6:00 PM – 8:00 AM, Local Time	Saturdays	Sundays and Holidays
Install	First hour (minimum charge)	\$175.00	\$262.50	\$262.50	\$350.00
	Each 30 minute increment after first hour	\$87.50	\$131.25	\$131.25	\$175.00
Repair	First hour (minimum charge)	\$250.00	\$375.00	\$375.00	\$500.00
	Each 30 minute increment after first hour	\$125.00	\$187.50	\$187.50	\$250.00

1.4 CenturyLink IQ SIP Trunk Additional Charges. Please see additional charges for SIP Trunk, the terms and pricing for the LD/TF Offer, and Upgrade/MACD charges on the SIP Trunk Rate Sheet at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>.

1.5 CenturyLink IQ SIP Trunk Optional Features (Applicable to SIP Trunk Only) (This feature is not yet available).

Optional Features	MRC	NRC
Dedicated VoIP Interconnect (per Enterprise) ¹	\$5,000.00	\$5,000.00

¹ Per Enterprise means per CenturyLink IQ Networking port or primary host location.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Intellectual Property.

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

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

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

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

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

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

8.4 Ownership of Deliverables.

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

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

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

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

10. Definitions.

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

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

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

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

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

“Deliverables” means, together, the Software Deliverables and the Other Deliverables.

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

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

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

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

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

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1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC on behalf of itself and its Affiliates ("CenturyLink") will provide Managed Office Essentials Service ("Managed Office Essentials" or "Service") under the terms of the Agreement and this Service Exhibit.

"Alien TN" means a telephone number that has not been Ported to Service or has not been assigned by CenturyLink.

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"Demarcation Point" is: (a) the physical interface between the CenturyLink domestic network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink domestic network to Customer's telecommunications equipment.

"Estimated Availability Date" means CenturyLink's target date for the delivery of that Service. 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.

"EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer End Users must accept a EULA before downloading certain software for use with the Service.

"Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point.

"ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/clc_info_services.pdf and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC Services: Hosted VoIP, SIP Trunk, Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access services that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the public switched telephone network ("PSTN") or another carrier's IP network.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"RSS" means the International Rates and Services Schedule which can be found at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf and which is subject to change. The RSS contains provisions relating to international toll free service.

"Soft Phone" means software for an IP enabled device that allows Customer's End Users to use the Service to make and receive calls on the device.

"Start of Service Date" means the date Customer accepts the Service. Customer will have five days from CenturyLink's ready notification to test the Service. Within the five-day timeframe, if (a) Customer neither informs CenturyLink about errors nor accepts the Service, or (b) the local circuit network ready order is closed (e.g. circuits are provisioned and ready for use, CPE is installed, Porting is scheduled and the on boarding of management is complete), Service is accepted, regardless of whether Customer placed traffic over the circuit, on-boarded applications, initiated Porting or completed training. Customer is responsible for scheduling the on-boarding of their applications and training within 30 days from Customer ready notification. If Customer informs CenturyLink of Service errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that Service is ready.

2. Service. Service bundles CenturyLink monitoring and network management with a package of specific transport and customer premises equipment. Service includes: (a) network connections (a Local Access connection and a Port), (b) customer premises equipment (rental), (c) VoIP phone service, and (d) limited optional features. Customer must order Service on a per seat basis. Each Customer location has a minimum seat requirement (depending on bandwidth). Service includes Customer support that is available on a 24x7, 365 day basis. Managed Office Essentials does not include the provisioning of, or the management of, any service or component that is not specified as part of the Service. CenturyLink will not provide management of a handset if the handset is moved to a location other than the Customer location identified in the Pricing Attachment. Service is subject to availability. Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

2.1 Transport. "Transport" means a Local Access connection and a CenturyLink IQ Networking Internet Port, Private Port, or Enhanced Port ("Port") to the CenturyLink network located within the contiguous U.S. states, Hawaii, and Alaska, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink. Internet Ports provide public Internet connectivity, Private Ports provide WAN connectivity between Customer sites, and Enhanced Ports provide the functionality of both an Internet Port and a Private Port. CenturyLink will, as part of the Service quoting process, identify for Customer whether its Local Access technology is IP Connection as described below. When purchasing IP Connection, Customer agrees that it will use the IP Connection attached to a CenturyLink IQ Networking Internet Port or Enhanced Port 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. If the IP Connection is attached to a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (i) have entered into a Network-Based Security ("NBS") Service Exhibit with CenturyLink and use at least one NBS instance per CUG (closed user group) that includes that Private Port or (ii) use the Private Port in conjunction with an interconnected Internet Port or Enhanced Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so that each Private Port connection will be

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used consistent with the wireline broadband Internet access usage limitations noted above. "Local Access" provides the physical connection between the Service Address and the CenturyLink Domestic Network. The Local Access "Service Address" is the business building where Customer receives the Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Local Access includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink unless stated otherwise in the Pricing Attachment. Customer is responsible for any additional terminations beyond the Demarcation Point. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate 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. Ancillary charges may apply. CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service. CenturyLink will consider the ancillary service request canceled upon Customer disapproval. Customer may experience delayed installation intervals due to construction requirements. 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. Neither Customer nor any End Users will own or route IP addresses. Upon termination of Service, Customer's access to the IP addresses will cease. 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. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service ("QoS"), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

(a) Special Access. "Special Access" is Local Access that uses digital signal bandwidths.

(b) Ethernet Local Access ("ELA"). Available bandwidths may be limited due to distance and available facilities from the local access provider. ELA is available in the following options: Native Single-Class-of-Service (CoS) High and Native Single-CoS Low. "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 High circuit speed must match the maximum CenturyLink IQ Networking port bandwidth. "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.) At Customer's discretion, Native Single-CoS Low or Native Single-CoS High may be used to support CoS for critical applications (i.e. voice).

(c) IP Connection. "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Customer agrees that it will use the IP Connection 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. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

(d) CLPA. "CenturyLink Provided Access" or "CLPA," means either On-Net Access or Leased Access.

(i) On-Net Access. "On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. 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. "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.

(ii) Leased Access. "Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink.

2.2 Network Management. Network management includes 24x7x365 remote performance monitoring, reporting, and ticketing via an online portal for devices supported by CenturyLink, total customer agency, and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules, and Internet security protocol ("IPSec"). Customer may make change management requests via Control Center at <https://controlcenter.centurylink.com> or call Managed Office Essentials customer support. 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 network management reside. IPSec is only available on approved devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink pre-order approval. Network management does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE.

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2.3 Approved CPE. "Approved CPE" or "CPE" means pre-selected rental hardware/software/licenses listed on CenturyLink Approved Vendor CPE list. This will include Customer premises switches and routers, and IP enabled devices (e.g. handsets) designated by CenturyLink and specifically configured for Managed Office Essentials.

(a) 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 by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. 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. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective 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 may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

(b) Ownership and Use. Except as provided in the "Delivery and Return" section above, CPE is the personal property of CenturyLink, its designee or 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 interest to the CPE other than as 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 labels on the CPE and will allow CenturyLink the 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 returned to CenturyLink. 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.

(c) 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. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

(d) Insurance. Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CPE, the following insurance: (a) "All-Risk" property insurance covering the CPE for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.

(e) Installation, Maintenance and Safety Compliance. Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted at qwest.centurylink.com/legal/ and are incorporated by reference and made a part of this Service Exhibit. Unless otherwise stated in the Service Exhibit, Approved CPE maintenance is provided under the ProMET® On-Site Premium Service, which is posted at qwest.centurylink.com/legal/ and is incorporated by reference and made a part of this Service Exhibit. In some cases, CenturyLink may use repackaged CPE, or substitute CPE with another CPE device at CenturyLink's sole discretion. Such replacement will be recorded in CenturyLink's systems. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer must inform CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

(f) CPE Replacement Charge. If Approved CPE is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description, 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. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. 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. Approved CPE may be set forth in a Rental CPE Rate Attachment.

2.4 Hosted VoIP. Hosted VoIP is an Internet Protocol ("IP") application that provides real time, two-way voice capability in IP over a broadband connection. An administrator portal enables the Customer administrator, within the scope of the Service, to set up End Users and implement calling restrictions. Local calls, 8XX outbound calls, and On-Net Calls are included in the seat MRCs. The local and long distance calling service area for a seat number is based on the area code and prefix assigned to the seat and does not depend on Customer's physical location. CenturyLink will apply an additional charge for domestic 8XX inbound service and Off Net calls if Customer exceeds the waived minutes of use specified in the Pricing Attachment. International inbound 8XX calls are not provided or priced as an optional service, and Customer is responsible for obtaining such service pursuant to separate agreement(s) and separate charges. Optional features for inbound 8XX calls are available under the terms, conditions and pricing of the RSS and ISS. CenturyLink is required by the FCC to state in the Agreement that Customer is prohibited from using any toll free telephone

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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. Domestic long distance and domestic inbound toll free pricing for Managed Office Essentials is shown in the Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing table in the Pricing Attachment. Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Charges apply for Soft Phones. Customer may also purchase other optional features set forth in the Pricing Attachment for additional charges.

2.5 Hosted VoIP Spare Device. A spare device is (a) a secondary IP Device that Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) a secondary IP Device in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that End Users understand the 911 requirements if the End User uses a spare device in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

2.6 Contact Center Groups. A contact center group (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to End Users within a contact center group. Contact center groups can be added through the Administrator Portal at no additional charge but they require a dedicated telephone number (which is an available TN) for inbound calls. There are two levels of contact center groups: basic and standard. Customer must ensure that the MCC (Maximum Concurrent Calls) settings for that site has an adequate setting to accommodate the contact center group. Each concurrent call in queue and on a physical device associated with that site consumes a call path from the MCC setting. If the MCC is not set to an adequate amount, the maximum number of calls queued may not be realized.

(a) Contact Center Basic Group. Only End Users with a contact center basic seat or contact center standard seat can be added to a contact center basic group. A contact center basic group does not include supervisor seat functionality, End User login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a contact center basic group.

(b) Contact Center Standard Group. Only End Users with a contact center standard seat or a contact center supervisor seat can be added to a contact center standard group. A contact center standard group includes End User log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a contact center standard group.

(i) Contact Center Basic Seat. A contact center basic seat allows End Users to be assigned to a contact center basic group. Contact center basic seats include the same features as a premium seat. There are no login or logout capabilities.

(ii) Contact Center Standard Seat. A contact center standard seat allows End Users to be assigned to a contact center standard group. Contact center standard seats include the same features as a premium seat. End Users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.

(iii) Contact Center Supervisor Seat. A contact center supervisor seat allows End Users to be assigned to a contact center standard group. Contact center supervisor seats include the same features as a premium seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue, and monitor calls via the included web client. Contact center supervisor seats can also monitor contact center standard groups and contact center standard seats.

3. Service Conditions.

3.1 Site Conditions. Customer Environment must meet certain performance specifications designated by CenturyLink. Customer must ensure that its Customer Environment is fully prepared for the convergence of voice and data services, and will continue to meet specifications designated by CenturyLink during the Service Term. Customer is responsible for fully understanding how changes in its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, will affect voice quality and reliability of the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring any Transport or Approved CPE, or failures or malfunctions in the Customer Environment. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

3.2 Access; Installation. Customer must provide CenturyLink or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. If additional site visits are required, time and material charges may apply at CenturyLink's then current rates. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises. Customer must provide all information and perform all actions reasonably requested by CenturyLink to facilitate installation of the Service. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform Managed Office Essentials support. Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. 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 the Service cannot be reached. Customer's primary technical interface person must be available during any remote installation process.

3.3 Voice Services (Long Distance and Toll Free). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

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(a) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the Managed Office SLA, which is 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 is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide 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.

(b) Telemarketing. With respect to any 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 and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; 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.

(c) International Toll Free. International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

(d) worldcard. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: a) the standard option includes CenturyLink's trademarks and telephone number; b) 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 c) 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 Attachment, 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.

(e) Sending Alien TNs Over CenturyLink's Network. CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance.

3.4 Off-Net Call Billing. Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second minimum average time requirement ("MATR") per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

3.5 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

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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.

3.6 Unsupported Calls. Service does not support operator services, collect, third party billing or calling card calls. Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. Service does not support any outgoing calls from seats that are not associated with an IP handset or Soft Phone (i.e., from a Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. Service does not support remote shared call appearances ("Remote SCAs"). Customer is specifically instructed not to enable Remote SCAs on its IP devices used with the Service. Additional information regarding potential issues with Remote SCAs is found in the "911 Emergency Service" section.

3.7 Area of Use. Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

3.8 Use of Service at a Temporary Location. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in the 911 Emergency Service Attachment) at the time the request is accepted via the My 911 Location page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP handsets or Soft Phones with the Service to dial 911 at another address without following the above address change process.

3.9 Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

3.10 Authorized Use. Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

3.11 Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the approved router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed; (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP stationary device (handset) or Soft Phone only.

3.12 Local Number Portability. If Customer is not utilizing a new number for Service, but rather is transferring an existing phone number, which currently is subscribed to a carrier other than CenturyLink for local, local toll and/or long distances telecommunications services ("Porting"), then Customer authorizes CenturyLink to process its order for Service and to notify Customer's local telephone company of Customer's decision to switch its local, local toll and long distance services to the Service. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not Ported

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within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

3.13 Privacy. CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Approved CPE, software, and Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

3.14 Third Party Billed Services. The Service does not support billing for third party services Customer will be responsible for payment of all such charges directly to the third party provider.

3.15 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. CenturyLink makes no warranties or representations that any Service will be free from loss or liability arising out of hacking or similar malicious activity by any third party.

3.16 End User License Agreements. To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with CenturyLink's Managed Office Essentials Service, the Service will permit 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in this Service Exhibit and the CenturyLink Hosted VoIP 911 advisory. The URL to access the CenturyLink Hosted VoIP 911 advisory is: <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. That URL is also found on the Help screen in the CenturyLink Hosted VoIP end user portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

3.17 Customer's Use of Third-Party Content. Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision

4. 911 Emergency Service. IMPORTANT 911 EMERGENCY SERVICE INFORMATION IS LOCATED IN ATTACHMENT 1 AND IS INCORPORATED BY REFERENCE INTO THIS SERVICE EXHIBIT. CUSTOMER MUST ACKNOWLEDGE AND INITIAL THE 911 EMERGENCY SERVICE SECTION IN ATTACHMENT 1. MANAGED OFFICE ESSENTIALS IS SUBJECT TO THE HOSTED VOIP 911 EMERGENCY SERVICE ACKNOWLEDGMENT.

5. Term; Cancellation.

5.1 Term. This Service Exhibit will be in effect on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement). The Service Term will begin on the Start of Service Date of the first Customer location and will continue for the Initial Service Term set forth in the Pricing Attachment ("Initial Service Term"). Upon expiration of the Initial Service Term, Service will renew on a one-year basis ("Renewal Term") unless either party elects to cancel the Service by providing 60 days prior written notice of such cancellation to the other party. "Service Term" means Initial Service Term and each Renewal Term. The "Minimum Seat Term" for a seat is 12 months. Additional seats will be coterminous with the current Service Term, subject to the 12 month Minimum Seat Term.

5.2 Cancellation. If some or all Service is canceled by Customer for reasons other than Cause or by CenturyLink for Cause before the expiration of the applicable Service Term such that the number of seats is 25% less than the original number of seats, Customer will pay to CenturyLink the following Cancellation Charges: (a) the amount of any NRC/installation charges that CenturyLink discounted or waived for the canceled Service; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Seat Term; (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the applicable Service Term; and (d) any third party charges incurred by CenturyLink in connection with the cancellation. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation. If Customer cancels an order after notification of an Estimated Availability Date but before the Start of Service Date, Customer will pay a cancellation fee of \$500 for ELA or IP Connection, or \$150 for Special Access, and any Customer-approved construction charges. Customer understands and agrees that unless Service is completely canceled, the minimum seat requirements for each location will still apply.

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- 6. Moves.** Customer may move seats to another Customer location if at least 12 months remain in the Service Term. Customer will be charged any third party charges incurred by CenturyLink in connection with the move. Customer must submit notice to CenturyLink at least 30 days before the requested move date. When Customer requests that CenturyLink move Local Access to a different Service Address that is not within the same Customer serving wire center as the existing service, such move will be deemed a disconnect of the current local loop to which a charge applies and a new install of new Local Access.
- 7. Charges.** Charges for the Service are set forth in the attached pricing attachment. Charges will commence within five days of the Start of Service Date. Start of Service Date and commencement of billing will not depend on Customer's on-boarding of applications, actual Porting, or completion of training. Service will remain taxed based on the PPU locations where Customer uses Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the Web site(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). CenturyLink may change rates after the completion of the Initial Service Term with 60 days' notice.
- 8. AUP.** All use of the Services will comply with the AUP, posted at <http://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 website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.
- 9. SLA.** Service is subject to the Managed Office Essentials service level agreement ("SLA") located at <http://qwest.centurylink.com/legal>, which is subject to change. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.
- 10. E-Mail Notification/Updates.** Customer 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. Customer further agrees to provide CenturyLink with any change to its e-mail address.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
MANAGED OFFICE ESSENTIALS SERVICE EXHIBIT**

911 EMERGENCY SERVICE ACKNOWLEDGMENT

ATTACHMENT 1

1. 911 Emergency Service.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

1.1 Required Federal Communications Commission (“FCC”) Warning. The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Hosted VoIP Service and bundles or packages that include Hosted VoIP Service, such as Managed Office Essentials. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP seats that are not associated to a stationary IP enabled device (e.g., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or “PSAP”) under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer’s e-mail address of record. “911 Update Interval” is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to two business days (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer’s data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. **For SIP Trunk:** Additionally, CenturyLink does not support Remote SCAs on IP devices used with SIP Trunk. If a Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote SCA, not to the 911 location in San Francisco.

1.2 Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the CenturyLink-Approved 911 Location. The calling party number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that calling party number. End User’s CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency. **Remote BLA/SCA Limitation for Hosted VoIP:** The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two separate locations when a single phone number is dialed (i.e., the end user’s house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer’s calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer’s address has not changed until CenturyLink has completed the 911 Update Interval.

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

1.3 No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

1.4 Customer Must Notify End Users of 911 Limits. Customer will notify all End Users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Hosted VoIP, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. Customer should direct its End Users to the following URL to review these 911 Emergency Service limitations: <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

1.5 Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE)

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
MANAGED OFFICE ESSENTIALS SERVICE EXHIBIT**

WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

1.6 911 Calls from Alien TNs. *When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs.*

1.7 Acknowledgement of 911 Limitations. *By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.*

PRINT CUSTOMER COMPANY NAME:

PRINT CUSTOMER REPRESENTATIVE'S NAME:

CUSTOMER REPRESENTATIVE'S INITIALS:

Cloud Solutions
Alternate Contract Source No. 43230000-NASPO-16-ACS

Contract Exhibit D

CONTRACTOR SELECTION JUSTIFICATION FORM

Customers must complete this Contractor Selection Justification Form and attach it to the Purchase Order.

Date: Click or tap here to enter text.

Contractor's Name: Click or tap here to enter text.

Service Model:

Saas PaaS IaaS¹

1 In accordance with Rule 60GG-3.004, F.A.C., "The acquisition of data center services, including IaaS, will be accomplished by customer entities submitting a Service Request to the State Data Center."

Level of Risk:

Low Risk Data Moderate Risk Data High Risk Data

Description of Services:

Click or tap here to enter text.

Estimated Total Contract Value: Click or tap here to enter text.

Justification for Selection of Contractor:

Click or tap here to enter text.

Completed By: Click or tap here to enter text.

Title: Click or tap here to enter text.