

**STATE OF VERMONT
DEPARTMENT OF BUILDINGS & GENERAL SERVICES
OFFICE OF PURCHASING AND CONTRACTING
133 STATE STREET, FIFTH FLOOR
MONTPELIER, VERMONT 05633-8000**

TO: Note to File

FROM: Kyle Emerson, State Purchasing Agent II

DATE: November 17, 2023

SUBJECT: Novation – Contract 47051 – Level 3 Financing Inc DBA Level 3 Communications LLC, a CenturyLink Company
(Old Contract# 46303) – Add to CTS

An administrative change of contract number was done for Contract 46303 with Level 3 Financing Inc DBA Level 3 Communications LLC, a CenturyLink Company. This is the same company, just a change in contract number.

When Contract 46303 was setup in VISION the wrong Supplier ID for an old entry of this company was selected. Once a contract is approved in VISION key data such as a name cannot be changed. This change order changes the referred contract number to the updated one that has the correct invoicing information.

Since the change in contract number has already been previously approved, the Commissioners signature will only be required on the AA-14 to have on record in the new Contract file for 47051.

Please call me at 802-249-7394 or email me at kyle.emerson@vermont.gov if you have any questions.

Thank you.

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and Services, Office of Purchasing and Contracting (the "State") and Level 3 Financing Inc DBA Level 3 Communications LLC, a CenturyLink Company with a principal place of business in Bloomfield, CO (the "Contractor") that the contract between them originally dated as of August 1, 2023, Contract #46303, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Number.** Contract #46303 has been changed to #47051. All references to #46303 are changed to #47051. All invoices shall reference #47051. All other terms and conditions of the Contract remains the same.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

**Level 3 Financing Inc DBA Level 3
Communications LLC, A CenturyLink
Company**

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services (“Contract” or “Agreement”) entered into this 1st day, of August, 2023 (“Effective Date”) between the State of Vermont, Office of Purchasing & Contracting (hereinafter called “State” or “Customer”), and CenturyLink Communications, LLC dba Lumen Technologies Group, by itself and on behalf of its affiliates that may provide service under this Contract, as identified in the applicable Service Exhibit, (hereinafter called “Contractor” , “CenturyLink” or “Lumen”) with a principal place of business at 100 CenturyLink Drive, Monroe, LA 71203, Contractor. Contractor’s form of business organization is LLC. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Telecommunications, and limited to Networking and Internet Services, and excludes 911 Products, and Cloud and Security Services. Detailed services to be provided by Contractor are described in Attachment A. The parties entered into a Contract with Contract ID 00000000000000000000000037299, which expired on February 28, 2023 (“Prior Contract”). This new Contract shall supersede and replace the Prior Contract as of the Effective Date. Notwithstanding the foregoing, any Purchase Orders in effect issued against the Prior Contract shall survive pursuant to its term.

3. **Maximum Amount.** In consideration of the services to be performed by the Contractor for State Purchasers, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00 (“Maximum Amount”). This Maximum Amount applies only to State Purchasers as defined in section 8a below but does not apply to Additional Purchaser(s).

4. **Contract Term.** The period of Contractor’s performance shall begin on August 1, 2023 and end on January 14, 2025. This Contract may be extended for 2 one-year renewals as may be agreed in writing by the State and Contractor.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Contractor.

7. **Termination for Convenience.** This Contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, the Contractor shall be paid under the terms of this Contract for all services provided to and accepted by the State, including any special construction or third-party costs approved in a signature-ready Service Order executed by the State, prior to the effective date of termination.

8. **Purchasing Entities.** This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont State Contract Administrator. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Contract are consistent with its procurement policies and regulations and negotiate supplemental terms necessary to comply with such Additional Purchaser’s requirements. For the avoidance of doubt, non-profit entities are not permitted to purchase under this Contract. The Services under this Contract are not eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the

Telecommunications Act of 1996 (“E-rate Program”) or under the Rural Health Care Program including the Healthcare Connect Fund (“RHC/HCF Programs”) established by the Federal Communications Commission (“FCC”) and administered by the Universal Service Administrative Company (“USAC”) or other administrative body designated by the FCC, or under state or local corollaries to the E-rate and/or RHC/HCF Programs.

9. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: Michael Jones, Sr. Account Manager

Phone: 646-463-1415

Email: michael.jones@lumen.com

b. For the State:

Name: Frank Costantino

Phone: 802-828-3760

Email: Frank.Costantino@vermont.gov

10. **Attachments.** This contract consists of 143 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)
“State of Vermont – Federal Terms Supplement (non-construction)”

Attachment D – Information Technology Professional Services Terms & Conditions

Attachment E – Ethernet Pricing

Attachment F – Metro Wavelength Service Pricing

Attachment G – Voice Pricing

Attachment H – Hosted VoIP Pricing

Attachment I – Local Access Pricing

Attachment J – DIA Internet Pricing

Attachment K – IPVPN Private Pricing

Attachment L – Voice Complete Pricing

Attachment M – SD WAN Pricing

Attachment N – Cloud Dynamic Connections Pricing

Attachment O – Contractor’s Service Level Agreement

Attachment P – Service Schedules

11. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D Information Technology Professional Services Terms & Conditions
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment P – Service Schedules, attached hereto and incorporated herein
- (5) State of Vermont – Federal Terms Supplement (non-construction)
- (6) Attachment O
- (7) Attachment A
- (8) Attachment E
- (9) Attachment F
- (10) Attachment G
- (11) Attachment H
- (12) Attachment I
- (13) Attachment J
- (14) Attachment K
- (15) Attachment L
- (16) Attachment M
- (17) Attachment N
- (18) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor: CenturyLink Communications, LLC dba Lumen Technologies Group

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

This Statement of Work sets forth the Services that the Contractor will provide to the State under the Contract.

The Contractor shall provide the State of Vermont with Telecommunications, Network Data and Internet Services as outlined below.

These services must support the cost effective, highly reliable telecommunications and network infrastructure to meet the current and future needs of the State.

The Contractor must demonstrate its ability to provide and support network and telecommunications services that improve or optimize existing solutions.

Network:

- The State requires networking connectivity and services to connect State facilities, including datacenters, 3rd party providers, and the internet. Current examples include:
 - Ethernet (Ethernet Virtual Private Line)
 - Internet Connectivity (Ethernet-dedicated Internet Access, coax/cable, fiber, cellular, Wi-Fi and Satellite)
 - MPLS
 - VPLS
 - Dark Fiber
 - Wave Services (such as 10Gb)
 - Cable modem access and equipment - CPE
 - Dedicated data circuits – interstate and intrastate (Point to Point)
 - PRI Enterprise Voice
 - SIP Trunks Enterprise Voice
 - Public / Guest Wireless Internet-
 - SDWAN
 - Local Access
 - DDoS Service Schedule

Telecommunications:

- The State requires a range of telecom services to support its employees and the services provided to the citizens of the State. Current examples include:
 - ISDN: primary rate
 - Local exchange
 - Traditional Business (POTS) lines
 - Calling card)
 - Voicemail
 - VoIP
 - Directory assistance: interstate and intrastate
 - Toll services: interstate, intrastate, and international
 - Toll free 8XX Service: switched, interstate and intrastate
 - Pay Phones

Requirements

Acceptable Use Policy and Data Protection. The State must comply with the Acceptable Use Policy (“AUP”), which is available at <http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Contractor may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Contractor’s network and customers. If the State will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, the State is responsible for requesting such terms from Contractor.

Network services that support the State’s WAN and data connectivity requirements.

Requirements for Ordering by State Purchasers (excludes Additional Purchasers).

- a. The Agency of Digital Services (ADS) is responsible for overseeing and incorporating the design, development and installation of flexible cabling infrastructures for all State of Vermont facilities that require voice, data, video and/or multimedia services. ADS shall work closely with the Contractor and the Agency/Department end users requiring services.
- b. Contractor will accept work requests only from ADS. No department/agency is authorized to contact vendors directly for services required.
- c. To obtain services, State Purchasers must submit an Ivanti ticket to the ADS Service Desk.
- d. Contractor and State Purchaser or Additional Purchaser shall execute individual Service Work Orders (see Exhibit 1 of Attachment A) for services that will specify a mutually agreed upon term length and renewal terms for such services as specified in each Service Work Order. Service Work Order terms shall commence upon the date specified in the applicable Service Work Order at which point Customer shall be invoiced for services.
- e. Orders made under this Contract must include a State Purchaser Purchase Order for the Product and/or Services. Orders funded by federal funds may include additional terms as necessary to comply with federal requirements.
- f. All orders placed under this Contract must include the Contract Number on the Purchase Order.
- g. Lumen Sr. Account Manager will be contacted by each agency to assist in setting up Billing Account Numbers (BANs) and in the placement of Orders. The BAN name will include the agency’s contract number. An administrator will be assigned to each agency and training will be provided on Lumen portal access.

Requirements for Ordering for Additional Purchasers

- a. Additional Purchasers may initiate orders through the Lumen Sr. Account Manager.

Work Order Initiation; Integration; and Delays.

Verbal or written orders shall only be accepted from the State’s Network Engineering team along with a confirming State of Vermont work order issued after the initial request. All new services and existing services under the applicable Attachments will be ordered either (1) through e-mail; (2) through Contractor’s on-line portal; or (3) via an Order Form. In any event, it shall be memorialized by the Contractor in the parties’ Workbook, which will be reviewed periodically on a schedule set by the parties and include, without limitation, the Monthly Recurring Charges, Non-Recurring Charges, Location and Quantity (the “Workbook”). All Services in the Workbook will continue for the Contract Term (including any renewals). For the avoidance of doubt, the Workbook is made part of this Contract along with all Attachments and subject to the terms and conditions of this Contract and any applicable schedule. Any estimated installation schedule agreed to by the Parties is subject to any unforeseen problems such as crushed conduit, ITC issues, etc., at any particular site, and may result in a delay and charges to the State. Other than payment for amounts due hereunder, neither party is liable for any delay or failure in performance under the Contract (including SLA credits) arising out of a Force Majeure event.

Contractor Personnel

The Contractor shall provide a dedicated support team that will provide account general management, technical management, sales engineering, order provisioning, end to end installation support and invoicing services support. Change in personnel will not require a Contract Amendment but Contractor will promptly notify the State in writing. Contractor Key Personnel shall include:

Sales Team

Name	Title	Office	E-Mail
Michael Jones	Account Manager	646-463-1415	michael.jones@lumen.com
Gerard Healy	Director, SLED Sales	631-239-6680	gerard.healy@lumen.com
Paul Matsikas	Lead Sales Engineer	212-776-8710	paul.matsikas@lumen.com

Customer Support Team

Name	Title	Office	E-Mail
Jose Avalos	Customer Engagement	754-240-4780	jose.avalos@lumen.com
Kurt Walkenhorst	Mgr Customer Engagement	720-888-8026	kurt.walkenhorst@lumen.com
Matthew Taylor	Sr. Ops Service Manager	434-956-3342	matthew.taylor@lumen.com

TROUBLE TICKETS	<p>Circuit: Account ID: Address:</p> <ul style="list-style-type: none"> • Communicate service ID, issue log, main contact/site, contact, access hours • Circuit can be worked (8-5pm M-F or 24/7). • Provide Performance Management stats to assist NOC. • Notify Matt Taylor at 434-956-3342 if NOC does NOT communicate status of ticket.
TICKET SUPPORT	<ul style="list-style-type: none"> • CTL NOC: 877 453 8353 • Portal Login: https://www.centurylink.com/business/login/ • Help Desk: 877.726.6875-CTL • Email: Control.Center@centurylink.com
Sales Team	<ul style="list-style-type: none"> • Sales: Michael Jones: michael.jones@lumen.com: • Engineer: Paul Matsikas: paul.matsikas@lumen.com Customer Service: Jose Avalos: jose.avalos@lumen.com • Operations Support: Matthew Taylor: matthew.taylor@lumen.com

SCHEDULED MAINTENANCE SUPPORT	<ul style="list-style-type: none"> • 800.776.7372 (CTL) • Change.Management.NA@centurylink.com
ESCALATION REQUEST	<ul style="list-style-type: none"> • http://repairescalations.centurylink.com/ <ul style="list-style-type: none"> ○ 1st LEVEL: 877 453 8353 (NOC) ○ 2ND LEVEL: 720 888 5003 (Staff NOC Supervisor 24/7) ○ 3RD LEVEL: 720 888 7109 (On Call NOC Manager) ○ 4th LEVEL: 720 888 7069/ 720 888 7023 (NOC-Director) ○ 5th LEVEL: 720 888 6988 (NOC-VP) ○ <u>Time to Repair Target (meaning SLA)</u> <ul style="list-style-type: none"> ○ Out of Service = 4 ○ Impaired = 12 ○ Network Event/Fiber Cut = 12

REPAIR

Contractor will provide an escalation list with the appropriate contacts to address after hours concerns.

Service Notices. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Contractor via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@lumen.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. For clarity, Customer may contact Contractor Key Personnel with requests for disconnection, or regarding billing inquiries or disputes, but the formal processes for the resolution of such matters may not be triggered unless and until Customer engages with the above notice mechanisms, unless otherwise stated in writing, including via electronic mail, by Contractor Key Personnel. For these communications, the State shall also include the Client Service Manager.

Legal Notices. Legal notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an email address is provided below) or sent by U.S. Postal Service or First Class International Post. All legal notices will be addressed to Contractor at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel

Changes in Contractor Personnel. Contractor shall use reasonable efforts to make available all "Key Personnel" (those listed in table directly above) for the entire life of this Contract. Notwithstanding the foregoing, the State acknowledges that Key Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Personnel. The State has the right to reasonably disapprove of any replacement Key Personnel for lawful reasons.

Control of Contractor Personnel. Contractor shall be fully responsible for the management, compensation, and performance of all its employees, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax,

or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's reasonable policies and procedures, of which Contractor is made aware while on State Premises and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor employee, including but not limited to Key Personnel, working hereunder who does not adhere to, behave, and perform consistent with the State's reasonable policies and procedures or a significant and material personality conflict arises with a Contractor employee and employee of the State by written notice to Contractor of the requirement of replacement. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Personnel and replace all other personnel within thirty (30) days of receipt of the written notice of a failure to comply with the State's reasonable policies and procedures or a significant and material personality conflicts arises with a Contractor employee and a State employee, unless otherwise mutually agreed.

Additional Services.

The Contractor may offer additional or new data services as they become available during the term of this Contract. The State may, in its sole discretion accept such service offerings and the parties will follow the requirements of Section 6 on page number 1 in case of such event.

Ownership of Intellectual Property

All intellectual property of each Party shall remain with the respective owner(s) and no right, title or interest will transfer to either party as a result of this Contract or the provision or receipt of services hereunder.

Certification.

Customer certifies that all of its telecommunications or other traffic that is subject to federal Universal Service Fund charges that is being transmitted over Contractor's facilities in the use of all other Services is intrastate traffic.

Third Party Beneficiaries

This Contract, and any and all attachments related hereto, is for the sole benefit of the parties, their lawful successors and their permitted assigns, and nothing herein shall create or be construed to provide any third parties with any rights (including any third-party beneficiary rights) hereunder.

State Facilities. During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the Services, subject to the conditions that Contractor: (i) other than incidental general Contractor obligations, shall only use such space solely and exclusively for and in support of the Services; (ii) other than incidental general Contractor obligations, shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases and reasonable security, use, rules and agreements applicable to the State facilities provided to Contractor by State in writing; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all reasonable policies and procedures governing access to and use of State facilities that are provided to Contractor in advance in writing, and provided in advance where reasonably possible; (vi) except as may be required to perform the Services, shall not photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted.

State's Premises; Title to Equipment. If access to non-Lumen facilities is required, and requested by Lumen in the course of accepting an Order, for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, the State will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Contractor. The State will not create or permit to be created any encumbrances on Lumen-provided equipment.

Additional Remedy for Service Interruption

Subject to excuse for force majeure or fault of the State, in addition to any other remedy available under this Contract and notwithstanding other provisions of this Contract, the State may elect to terminate any affected services provided by Contractor under this Contract, without incurring early termination charges, in the event that the State reasonably declares it is unsatisfied due to multiple or extended service interruptions on multiple or extended interruptions of any particular service. For clarity, prior to any such termination, the State shall give Contractor notice of the service interruptions and provide Contractor sixty (60) days to remedy the interruptions. The State's notice shall provide reasonable specificity of the service(s) affected and interruptions experienced and detail the actions requested of Contractor to remedy the interruptions. The parties agree to meet and discuss the interruptions and work together through the remediation process. If upon the completion of the sixty (60) day cure window the interruptions are not resolved, the State may exercise the Termination right set forth in this Section.

General Expectations

The Contractor will be required to attend Monthly Service Support meetings with the Network Engineering personnel. The account should be primarily staffed with individuals dedicated to and preferably based in the State of Vermont. The Contractor will be expected to present performance statistics, chronic problem situations and status, proactive reviews and solutions, and current project status.

The Contractor will also be expected to present bi-weekly coordination meetings where all requested work orders from the State Network Engineering group will be reviewed for completeness, accuracy and status.

The Contractor shall submit quarterly reports detailing the State of Vermont accounts active under this Contract. The reports shall be submitted electronically and sent as an attachment to ADS.ITPurchasing@vermont.gov. Reports shall contain accurate information of account numbers, services rendered, service locations and the costs associated with them for the quarter. If there is a change in accounts before the quarter report is due, Contractor shall send the updated report

immediately. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause.

Reporting Period

January 1 - March 31
April 1 - June 30
July 1 - September 30
October 1 - December 31

Report Due

April 30
July 31
October 31
January 31

Reporting Period

January 1 - March 31
April 1 - June 30
July 1 - September 30
October 1 - December 31

Report Due

April 30
July 31
October 31
January 31

Account Management

The Contractor must provide a team of representatives to work in conjunction with the State regarding the management of equipment, new installations, service relocations, and functional changes. The team should include members in the following disciplines, all reachable via email and toll-free numbers, with backup resources available in the event of illness or vacation.

Account General Management: Review contract requirements and ensure that all terms and conditions are enforced.

Account Technical Management: Provide general management responsible to ensure continuous network operations and coordinate service installations, moves and changes.

Sales Engineering: Pre-order support staff, knowledgeable in-service engineering consulting, who can provide detailed itemized quotes for all services when requested.

Order Provisioning: Contractor staff must be available to interpret State work order requests, work with State contacts to define service needs, and complete any necessary documentation for the Contractor in order to complete the service implementation. Management of installation due dates, service progress and past dated services will be provided by this area.

Installation Support: Contractor must provide support, personnel, and equipment for end-to-end connectivity, turn-up and operational verification of all services provided by the Contractor.

Invoice Services Support: The Contractor must provide financial representatives who can assist the State in understanding the invoicing system and take corrective actions to resolve billing issues.

Maintenance Notification

Scheduled Maintenance: Contractor is required to provide a yearly calendar of scheduled maintenance window with reminder notification one week prior to each window.

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

circuits from one off-net provider to another or to the Contractor owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

Customer Notification: The Contractor shall state its standard customer notification process for planned network maintenance.

Non-critical Maintenance: Non-critical maintenance that does not fall within the published yearly scheduled windows must be communicated to the State two weeks prior to the event.

Planned Maintenance Notification: The State desires a minimum 72-hour advanced notification for planned network maintenance.

Emergency Maintenance: The State desires 24-hour notice of emergency maintenance. In all circumstances, the State must receive prior notification and must approve the nonscheduled maintenance.

Redundancy Testing: The State reserves the right to request Redundancy testing prior or post any scheduled or non-scheduled maintenance or upgrades.

Availability: The State requests 99.995% availability, excluding scheduled maintenance. Preference is given to those Contractors that hold to these standards.

Service Order Procedure

Service Installation Process: The State expects service to be installed within the time from the receipt of the State order. The Contractor shall be solely responsible for the installation, maintenance, and administrative servicing of all services, during the life of the contract.

Service Testing: The Contractor shall be responsible for end-to-end testing. Billing for an individual circuit will only start upon the successful completion of the installation and achievement of the service level agreement.

Installation and Coordination and Collaboration: For all services ordered for the State, the Contractor shall notify and collaborate with the Network Engineering team of the anticipated and actual installation dates along with the appropriate circuit number, installation contact and contact information.

Work Order Initiation: Verbal or written orders should not be accepted from agencies or departments other than the Network Engineering team along with a confirming State of Vermont work order issued after the initial request.

Delivery Times/Repair

Service Delivery Quality Assurance: Contractor shall ensure that orders shall be tested and fully operational prior to hand-off.

Service Delivery Intervals: Contractor shall provide its standard turn up interval(s) for designated interconnection points.

Expedited Delivery Process: Contractor shall explain the applicability of expedite fees for the interconnection service. Contractor shall provide the options for the State if the standard interval cannot be met, i.e. can the State cancel the order without charge.

Service Procurement or Modification Process: Contractor shall provide any requirements or procedures to the State to order moves, adds or changes or service disconnect. The Contractor shall include all required order forms or an on-line portal.

Service Level Guarantees

Any “Service Level” applicable to Services are contained in the Service Attachments applicable to each Service attached hereto. To the extent not prohibited by Vermont law or otherwise set forth in this Contract, the State’s sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

Service Guarantees: Will be measured on a per unit level basis within each service (i.e. per circuit) with measurement over a monthly interval. These will not be based on a Statewide or network wide average.

Technical Performance Service Levels: These will be based on service availability, network latency, throughput, etc. Measurement methodology would be specific to each service and technology.

Service Delivery Performance: These would be based on standard order lead times, service installation and completion dates, testing and documentation provided at service turn-up, formal acceptance testing and verification of service quality, and delivery integrity against order specifications.

Operational Performance Service Levels: These would be based on performance of Mean time to Repair (MTTR) and Mean time Between Failures (based on analysis of trouble tickets) as well as overall problem responsiveness, escalation, and service monitoring.

Invoice Services Levels: These should be based on billing timeliness, accuracy and completeness as well as timely billing corrections and adjustments.

Reporting Requirements: Ensure compliance with monthly reporting requirements including technical performance requirements, service delivery requirements, operational requirements, and billing performance.

Initial Service Performance Validation (Probationary Period): For a fixed time period at the beginning of the contract term for each service, performance will be verified against the SLA requirements. The Contractor shall be considered in breach of the contract if the agreed upon performance criteria are not met. After the initial validation period, material or frequent violation of the contract service level guarantees must allow for contract termination by the State without further liability.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A via possible Work Orders, up to the maximum allowable amount specified on page 1 of this Contract. The definition of “State”, for the purposes of this Attachment B, shall include all purchasers under the Contract, including State Purchasers and Additional Purchasers.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this Contract.
4. Invoices shall be sent to the address identified on the State Purchasing Entity’s Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Contract Number and State Purchasing Entity’s Purchase Order Number shall appear on each invoice for all purchases placed under this Contract.
5. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
6. Invoices shall be submitted electronically via e-mail and/or via the Contractor’s customer portal, as requested by the State. For clarity, email invoices shall be sent to the email address designated by each agency and associated with each BAN.
7. When applicable, partial service in performance of a Service Work Order prior to the start of the full term shall be prorated and invoiced. Should a Service Work Order term extend beyond the termination of the Agreement, the terms of this Agreement shall apply to the Service Work Order until its initial term and any renewal terms expire.

8. Early Termination Liability

Any Services that are terminated by the State for convenience within the first twelve (12) months of the Contract Term applicable to such Services will not be subject to an early termination fee greater than (i) the monthly recurring charge applicable to such Service multiplied by the number of months remaining in the first twelve (12) months of the Service Term plus (ii) 100% of any unpaid Custom Installation Custom installation fees, if any, will be disclosed up front on each Order.

Termination for convenience of Services, after the first twelve (12) months of the Contract Term, shall not be subjected to the early termination fees outlined above. The State remains responsible to pay for all Services provided up to the date of any termination in one lump sum within thirty (30) days of billing.

For the avoidance of doubt, no early Termination Charges set forth in this Section or elsewhere will apply to a Service that is terminated due to Service Interruption, as a result of Contractor's failure to cure a material breach within thirty (30) days of Contractor's receipt of written notice of such failure, or due to non-appropriation in accordance with Attachment C Section 27.

9. Taxation

Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free of taxes from which the State is exempt pursuant to a valid exemption certificate. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract, and the State shall pay all taxes to which they are not exempt, in addition to any applicable fees or surcharges not exempted by the State's exemption certificate. Applicable taxes, fees, and surcharges that are required by Federal or State government or agency may be subject to change during the Agreement Term. Charges for certain Services are subject to (a) a property tax surcharge of 5.55% and (b) a cost recovery fee of 5.85% per month to reimburse Contractor for various governmental taxes and surcharges. Such charges are subject to change by Contractor and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes. In the event Contractor modifies the property tax surcharge and/or cost recovery fee, Contractor and the State agree to meet in good faith to discuss such increases and pricing for the affected Service(s). If the State and Contractor are unable to reach agreement on the affected rates and pricing, the State may exercise its termination right as set forth in this Agreement.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

(AS SPECIFICALLY MODIFIED HERE)

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or

indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or nonrenewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

- 9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- 10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

- 12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- 13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- 15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 16. Taxes Due to the State:**
- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- 18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
- A. is not under any obligation to pay child support; or
 - B. is under such an obligation and is in good standing with respect to that obligation; or
 - C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.
- Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
- 19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

- 20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- 22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.
Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>
- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 27. Termination:**
 - A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
 - B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases of Products and Services Using Federal Funds
(Revision date: *June 27, 2022*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The Contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Subject to the limitation of liability clause set forth in this Contract, (i) any breach of the terms of this Contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and (ii) Contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 07/14/2022)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party’s possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of

information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Limited to the limitation of liability section set forth in section 13 of Attachment D of this Agreement, Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

2.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq ("State Data"). Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure and will have provided a copy of the Information Security Table of Contents and the following link to the IOS 27001 Certification to attest that the policy is in place <https://centurylink.sharepoint.com/:u:/r/sites/ILSecurity/SitePages/Compliance.aspx> to the State upon execution of the Agreement

State Data shall not be stored, accessed from, or transferred to any location outside the United States, unless otherwise agreed to in writing by the State.

The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any

manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may use a Lumen affiliate to provide Service to the State, but Contractor shall remain responsible to the State for Service delivery and performance. Lumen shall limit disclosure and access to State Data to such affiliates to accomplish the Contract's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Contract.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third-party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) to the extent related to the Services and Contractor's infrastructure, protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (4) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (5) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (6) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (7) staff training to implement the information security measures; and (8) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis. For data transport, network and voice services, the State is responsible for encryption in transport and at rest.

3.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a "Security Breach"), the

Contractor shall notify the State within 48 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors, provided such losses resulting from a Security Breach are subject to the limitation of liability set forth in section 13 of Attachment D of this Agreement.

4. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor’s ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) to the best of Contractor’s knowledge, none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) To the best of its knowledge, neither Contractor has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

4.3 Disclaimer of Warranties. CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000.00 per claim, \$2,000,000.00 aggregate. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$1,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

6. REMEDIES FOR DEFAULT. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

7. TERMINATION

7.1 Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

7.2 Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

- 8. DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

This contract includes provision of broadband Internet access service to the State. Provider hereby certifies that, as required in 3 V.S.A. § 349, except and to the extent it has been granted a waiver from the Secretary of Administration, it is in compliance with the consumer protection and net neutrality standards established in 3 V.S.A. § 348 in providing broadband Internet access service in the State of Vermont.

- 9. SOV Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 23-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

12. Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Work Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's.

13. Limitation on Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, OR COST OF PURCHASING REPLACEMENT SERVICES ARISING IN CONNECTION WITH, OUT OF OR UNDER THIS AGREEMENT, OUT OF THE USE OR INABILITY TO USE THE SERVICE OR ANY CONTRACTOR FACILITIES, UNDER ANY THEORY OF TORT, CONTRACT, FIRST PARTY INDEMNITY, WARRANTY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF THE STATE OF VERMONT, EXCEPT FOR INDEMNIFICATION CLAIMS AS SET FORTH IN SECTION 7 OF ATTACHMENT C OF THIS CONTRACT OR CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT, THE TOTAL AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM A PARTY UNDER THIS CONTRACT IS LIMITED TO THE GREATER OF \$1 MILLION OR TWO TIMES THE TOTAL AMOUNT PAID OR TO BE PAID BY THE STATE

PURCHASER OR ADDITIONAL PURCHASER FOR THE SERVICES PERFORMED UNDER THE RELEVANT PURCHASE ORDER OR STATEMENT OF WORK DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER THE CASE MAY BE.

14. Agreed Modifications to Attachment C:

Section 7 of Attachment C is deleted and replaced with the following:

The Party shall defend the State and its officers and employees against all third party claims or suits directly arising in whole or in part from any negligent act or misconduct of the Party or of any agent of the Party in connection with the performance of services under this Agreement. The State shall promptly notify the Party in the event of any such claim or suit, and the Party shall provide a complete defense against the claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were unrelated to the defense of any claim pursuant to this section.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses directly arising from any negligent act or misconduct of the Party or an agent of the Party in connection with the performance of services under this Agreement.

Notwithstanding any contrary language in the Agreement, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

Section 19 of Attachment C is modified by the addition of the following:

Approval by the State of subcontractors shall not be unreasonably withheld.

Section 25 of Attachment C is deleted and replaced with the following:

Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control excluding strikes or lock-outs, but including cable cuts and power outages caused by third parties not under Contractor's direction or control ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

15. Additional Purchaser's Rights. Provisions of this Agreement, including attachments shall generally apply to Additional Purchasers as if each were the State, except the \$1,000,000, stated in Section 13 above shall be \$250,000 with respect to each Additional Purchaser.

Attachment E – Ethernet Pricing

Unprotected E-Line Service Pricing - Local Access not included - Min. 12mo term

Point -to-point, point-to-multipoint

NA-NA Metro – EVC BASE Pricing - EVPL					
Basic COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$150	\$135	\$120	\$105	\$350
4	\$207	\$186	\$165	\$145	\$350
6	\$250	\$225	\$200	\$175	\$350
8	\$285	\$257	\$228	\$200	\$350
10	\$317	\$285	\$253	\$222	\$350
15	\$382	\$344	\$306	\$268	\$350
20	\$437	\$393	\$350	\$306	\$350
25	\$485	\$436	\$388	\$339	\$350
30	\$528	\$475	\$422	\$369	\$350
35	\$567	\$510	\$453	\$397	\$350
40	\$603	\$543	\$482	\$422	\$350
45	\$637	\$573	\$510	\$446	\$350
50	\$669	\$602	\$535	\$468	\$350
55	\$699	\$629	\$559	\$490	\$350
60	\$728	\$655	\$583	\$510	\$350
65	\$756	\$680	\$605	\$529	\$350
70	\$782	\$704	\$626	\$548	\$350
75	\$808	\$727	\$646	\$565	\$350
80	\$832	\$749	\$666	\$583	\$350
85	\$856	\$771	\$685	\$599	\$350
90	\$879	\$791	\$703	\$616	\$350
95	\$902	\$812	\$721	\$631	\$350
100	\$923	\$831	\$739	\$646	\$525
150	\$1,134	\$1,021	\$907	\$794	\$525
200	\$1,318	\$1,186	\$1,054	\$922	\$525
250	\$1,447	\$1,302	\$1,157	\$1,013	\$525
300	\$1,558	\$1,402	\$1,246	\$1,091	\$525
350	\$1,661	\$1,495	\$1,329	\$1,163	\$525
400	\$1,754	\$1,579	\$1,404	\$1,228	\$525
450	\$1,845	\$1,661	\$1,476	\$1,292	\$525
500	\$1,929	\$1,736	\$1,543	\$1,350	\$525
550	\$2,009	\$1,808	\$1,607	\$1,406	\$525
600	\$2,084	\$1,876	\$1,668	\$1,459	\$525
650	\$2,157	\$1,941	\$1,725	\$1,510	\$525
700	\$2,225	\$2,003	\$1,780	\$1,558	\$525
750	\$2,292	\$2,063	\$1,834	\$1,604	\$525
800	\$2,356	\$2,121	\$1,885	\$1,649	\$525
850	\$2,419	\$2,177	\$1,935	\$1,693	\$525
900	\$2,480	\$2,232	\$1,984	\$1,736	\$525
950	\$2,515	\$2,264	\$2,012	\$1,761	\$525
1000	\$2,547	\$2,292	\$2,038	\$1,783	\$1,400
2000	\$3,533	\$3,180	\$2,826	\$2,473	\$1,400
3000	\$4,266	\$3,839	\$3,413	\$2,986	\$1,400

NA-NA Metro -- EVC BASE Pricing - EVPL

Enhanced COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$165	\$148	\$132	\$115	\$350
4	\$227	\$205	\$182	\$159	\$350
6	\$275	\$247	\$220	\$192	\$350
8	\$314	\$282	\$251	\$220	\$350
10	\$348	\$313	\$279	\$244	\$350
15	\$420	\$378	\$336	\$294	\$350
20	\$481	\$433	\$384	\$336	\$350
25	\$533	\$480	\$427	\$373	\$350
30	\$580	\$522	\$464	\$406	\$350
35	\$623	\$561	\$499	\$436	\$350
40	\$663	\$597	\$531	\$464	\$350
45	\$701	\$631	\$561	\$491	\$350
50	\$736	\$662	\$589	\$515	\$350
55	\$769	\$692	\$615	\$539	\$350
60	\$801	\$721	\$641	\$561	\$350
65	\$831	\$748	\$665	\$582	\$350
70	\$861	\$775	\$688	\$602	\$350
75	\$889	\$800	\$711	\$622	\$350
80	\$916	\$824	\$733	\$641	\$350
85	\$942	\$848	\$754	\$659	\$350
90	\$967	\$871	\$774	\$677	\$350
95	\$992	\$893	\$794	\$694	\$350
100	\$1,016	\$914	\$813	\$711	\$525
150	\$1,247	\$1,123	\$998	\$873	\$525
200	\$1,449	\$1,305	\$1,160	\$1,015	\$525
250	\$1,591	\$1,432	\$1,273	\$1,114	\$525
300	\$1,714	\$1,542	\$1,371	\$1,200	\$525
350	\$1,827	\$1,645	\$1,462	\$1,279	\$525
400	\$1,930	\$1,737	\$1,544	\$1,351	\$525
450	\$2,030	\$1,827	\$1,624	\$1,421	\$525
500	\$2,122	\$1,910	\$1,698	\$1,485	\$525
550	\$2,210	\$1,989	\$1,768	\$1,547	\$525
600	\$2,293	\$2,064	\$1,834	\$1,605	\$525
650	\$2,372	\$2,135	\$1,898	\$1,661	\$525
700	\$2,448	\$2,203	\$1,958	\$1,713	\$525
750	\$2,521	\$2,269	\$2,017	\$1,765	\$525
800	\$2,592	\$2,333	\$2,073	\$1,814	\$525
850	\$2,661	\$2,395	\$2,129	\$1,863	\$525
900	\$2,728	\$2,455	\$2,182	\$1,910	\$525
950	\$2,767	\$2,490	\$2,213	\$1,937	\$525
1000	\$2,802	\$2,522	\$2,242	\$1,961	\$1,400
2000	\$3,886	\$3,498	\$3,109	\$2,720	\$1,400
3000	\$4,693	\$4,223	\$3,754	\$3,285	\$1,400

NA-NA Metro -- EVC BASE Pricing - EVPL

Dedicated COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$187	\$168	\$150	\$131	\$350
4	\$258	\$233	\$207	\$181	\$350
6	\$312	\$281	\$250	\$218	\$350
8	\$357	\$321	\$285	\$250	\$350
10	\$396	\$356	\$317	\$277	\$350
15	\$478	\$430	\$382	\$334	\$350
20	\$546	\$492	\$437	\$382	\$350
25	\$606	\$545	\$485	\$424	\$350
30	\$659	\$594	\$528	\$462	\$350
35	\$708	\$638	\$567	\$496	\$350
40	\$754	\$678	\$603	\$528	\$350
45	\$796	\$717	\$637	\$557	\$350
50	\$836	\$753	\$669	\$585	\$350
55	\$874	\$787	\$699	\$612	\$350
60	\$910	\$819	\$728	\$637	\$350
65	\$945	\$850	\$756	\$661	\$350
70	\$978	\$880	\$782	\$685	\$350
75	\$1,010	\$909	\$808	\$707	\$350
80	\$1,041	\$937	\$832	\$728	\$350
85	\$1,070	\$963	\$856	\$749	\$350
90	\$1,099	\$989	\$879	\$769	\$350
95	\$1,127	\$1,014	\$902	\$789	\$350
100	\$1,154	\$1,039	\$923	\$808	\$525
150	\$1,417	\$1,276	\$1,134	\$992	\$525
200	\$1,647	\$1,482	\$1,318	\$1,153	\$525
250	\$1,808	\$1,627	\$1,447	\$1,266	\$525
300	\$1,947	\$1,753	\$1,558	\$1,363	\$525
350	\$2,077	\$1,869	\$1,661	\$1,454	\$525
400	\$2,193	\$1,974	\$1,754	\$1,535	\$525
450	\$2,306	\$2,076	\$1,845	\$1,614	\$525
500	\$2,411	\$2,170	\$1,929	\$1,688	\$525
550	\$2,511	\$2,260	\$2,009	\$1,758	\$525
600	\$2,606	\$2,345	\$2,084	\$1,824	\$525
650	\$2,696	\$2,426	\$2,157	\$1,887	\$525
700	\$2,781	\$2,503	\$2,225	\$1,947	\$525
750	\$2,865	\$2,579	\$2,292	\$2,006	\$525
800	\$2,945	\$2,651	\$2,356	\$2,062	\$525
850	\$3,024	\$2,722	\$2,419	\$2,117	\$525
900	\$3,100	\$2,790	\$2,480	\$2,170	\$525
950	\$3,144	\$2,830	\$2,515	\$2,201	\$525
1000	\$3,184	\$2,866	\$2,547	\$2,229	\$1,400
2000	\$4,416	\$3,975	\$3,533	\$3,091	\$1,400
3000	\$5,332	\$4,799	\$4,266	\$3,733	\$1,400

NA-NA Metro -- EVC BASE Pricing - EPL					
Dedicated COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$195	\$175	\$156	\$136	\$350
4	\$269	\$242	\$215	\$188	\$350
6	\$324	\$292	\$260	\$227	\$350
8	\$371	\$334	\$297	\$260	\$350
10	\$412	\$370	\$329	\$288	\$350
15	\$497	\$447	\$398	\$348	\$350
20	\$568	\$511	\$454	\$398	\$350
25	\$630	\$567	\$504	\$441	\$350
30	\$686	\$617	\$549	\$480	\$350
35	\$737	\$663	\$589	\$516	\$350
40	\$784	\$706	\$627	\$549	\$350
45	\$828	\$745	\$663	\$580	\$350
50	\$870	\$783	\$696	\$609	\$350
55	\$909	\$818	\$727	\$636	\$350
60	\$947	\$852	\$757	\$663	\$350
65	\$983	\$884	\$786	\$688	\$350
70	\$1,017	\$915	\$814	\$712	\$350
75	\$1,050	\$945	\$840	\$735	\$350
80	\$1,082	\$974	\$866	\$758	\$350
85	\$1,113	\$1,002	\$891	\$779	\$350
90	\$1,143	\$1,029	\$915	\$800	\$350
95	\$1,172	\$1,055	\$938	\$821	\$350
100	\$1,201	\$1,080	\$960	\$840	\$525
150	\$1,474	\$1,327	\$1,179	\$1,032	\$525
200	\$1,713	\$1,542	\$1,370	\$1,199	\$525
250	\$1,881	\$1,692	\$1,504	\$1,316	\$525
300	\$2,025	\$1,823	\$1,620	\$1,418	\$525
350	\$2,160	\$1,944	\$1,728	\$1,512	\$525
400	\$2,281	\$2,053	\$1,825	\$1,597	\$525
450	\$2,399	\$2,159	\$1,919	\$1,679	\$525
500	\$2,508	\$2,257	\$2,006	\$1,756	\$525
550	\$2,612	\$2,351	\$2,090	\$1,828	\$525
600	\$2,710	\$2,439	\$2,168	\$1,897	\$525
650	\$2,804	\$2,523	\$2,243	\$1,963	\$525
700	\$2,893	\$2,603	\$2,314	\$2,025	\$525
750	\$2,980	\$2,682	\$2,384	\$2,086	\$525
800	\$3,063	\$2,757	\$2,450	\$2,144	\$525
850	\$3,145	\$2,831	\$2,516	\$2,202	\$525
900	\$3,224	\$2,902	\$2,579	\$2,257	\$525
950	\$3,270	\$2,943	\$2,616	\$2,289	\$525
1000	\$3,311	\$2,980	\$2,649	\$2,318	\$1,400
2000	\$4,593	\$4,134	\$3,674	\$3,215	\$1,400
3000	\$5,546	\$4,991	\$4,437	\$3,882	\$1,400

NA-NA Inter-Market -- EVC BASE Pricing - EVPL					
Basic COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$200	\$180	\$160	\$140	\$350
4	\$276	\$248	\$221	\$193	\$350
6	\$333	\$300	\$266	\$233	\$350
8	\$380	\$342	\$304	\$266	\$350
10	\$422	\$380	\$338	\$295	\$350
15	\$510	\$459	\$408	\$357	\$350
20	\$583	\$524	\$466	\$408	\$350
25	\$646	\$582	\$517	\$452	\$350
30	\$703	\$633	\$563	\$492	\$350
35	\$756	\$680	\$605	\$529	\$350
40	\$804	\$724	\$643	\$563	\$350
45	\$849	\$764	\$680	\$595	\$350
50	\$892	\$803	\$714	\$624	\$350
55	\$932	\$839	\$746	\$653	\$350
60	\$971	\$874	\$777	\$680	\$350
65	\$1,008	\$907	\$806	\$705	\$350
70	\$1,043	\$939	\$835	\$730	\$350
75	\$1,077	\$969	\$862	\$754	\$350
80	\$1,110	\$999	\$888	\$777	\$350
85	\$1,142	\$1,028	\$913	\$799	\$350
90	\$1,172	\$1,055	\$938	\$821	\$350
95	\$1,202	\$1,082	\$962	\$842	\$350
100	\$1,231	\$1,108	\$985	\$862	\$525
150	\$1,512	\$1,361	\$1,210	\$1,058	\$525
200	\$1,757	\$1,581	\$1,406	\$1,230	\$525
250	\$1,929	\$1,736	\$1,543	\$1,350	\$525
300	\$2,077	\$1,870	\$1,662	\$1,454	\$525
350	\$2,215	\$1,994	\$1,772	\$1,551	\$525
400	\$2,339	\$2,105	\$1,871	\$1,638	\$525
450	\$2,460	\$2,214	\$1,968	\$1,722	\$525
500	\$2,572	\$2,315	\$2,058	\$1,801	\$525
550	\$2,679	\$2,411	\$2,143	\$1,875	\$525
600	\$2,779	\$2,501	\$2,223	\$1,946	\$525
650	\$2,876	\$2,588	\$2,300	\$2,013	\$525
700	\$2,967	\$2,670	\$2,374	\$2,077	\$525
750	\$3,056	\$2,751	\$2,445	\$2,139	\$525
800	\$3,142	\$2,827	\$2,513	\$2,199	\$525
850	\$3,226	\$2,903	\$2,581	\$2,258	\$525
900	\$3,307	\$2,976	\$2,645	\$2,315	\$525
950	\$3,354	\$3,018	\$2,683	\$2,347	\$525
1000	\$3,396	\$3,057	\$2,717	\$2,377	\$1,400
2000	\$4,711	\$4,240	\$3,768	\$3,297	\$1,400
3000	\$5,688	\$5,119	\$4,550	\$3,982	\$1,400

NA-NA Inter-Market -- EVC BASE Pricing - EVPL					
	Enhanced COS				
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$220	\$198	\$176	\$154	\$350
4	\$303	\$273	\$243	\$212	\$350
6	\$366	\$329	\$293	\$256	\$350
8	\$419	\$377	\$335	\$293	\$350
10	\$464	\$418	\$371	\$325	\$350
15	\$561	\$505	\$448	\$392	\$350
20	\$641	\$577	\$513	\$449	\$350
25	\$711	\$640	\$569	\$498	\$350
30	\$774	\$696	\$619	\$542	\$350
35	\$831	\$748	\$665	\$582	\$350
40	\$885	\$796	\$708	\$619	\$350
45	\$934	\$841	\$747	\$654	\$350
50	\$981	\$883	\$785	\$687	\$350
55	\$1,026	\$923	\$821	\$718	\$350
60	\$1,068	\$961	\$854	\$748	\$350
65	\$1,109	\$998	\$887	\$776	\$350
70	\$1,147	\$1,033	\$918	\$803	\$350
75	\$1,185	\$1,066	\$948	\$829	\$350
80	\$1,221	\$1,099	\$977	\$855	\$350
85	\$1,256	\$1,130	\$1,005	\$879	\$350
90	\$1,290	\$1,161	\$1,032	\$903	\$350
95	\$1,323	\$1,190	\$1,058	\$926	\$350
100	\$1,354	\$1,219	\$1,084	\$948	\$525
150	\$1,663	\$1,497	\$1,330	\$1,164	\$525
200	\$1,933	\$1,739	\$1,546	\$1,353	\$525
250	\$2,122	\$1,909	\$1,697	\$1,485	\$525
300	\$2,285	\$2,057	\$1,828	\$1,600	\$525
350	\$2,437	\$2,193	\$1,949	\$1,706	\$525
400	\$2,573	\$2,316	\$2,059	\$1,801	\$525
450	\$2,706	\$2,436	\$2,165	\$1,894	\$525
500	\$2,829	\$2,547	\$2,264	\$1,981	\$525
550	\$2,947	\$2,652	\$2,357	\$2,063	\$525
600	\$3,057	\$2,752	\$2,446	\$2,140	\$525
650	\$3,163	\$2,847	\$2,531	\$2,214	\$525
700	\$3,264	\$2,937	\$2,611	\$2,285	\$525
750	\$3,362	\$3,026	\$2,689	\$2,353	\$525
800	\$3,456	\$3,110	\$2,765	\$2,419	\$525
850	\$3,548	\$3,193	\$2,839	\$2,484	\$525
900	\$3,637	\$3,274	\$2,910	\$2,546	\$525
950	\$3,689	\$3,320	\$2,951	\$2,582	\$525
1000	\$3,736	\$3,362	\$2,989	\$2,615	\$1,400
2000	\$5,182	\$4,664	\$4,145	\$3,627	\$1,400
3000	\$6,257	\$5,631	\$5,005	\$4,380	\$1,400

NA-NA Inter-Market -- EVC BASE Pricing - EVPL					
Dedicated COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$250	\$225	\$200	\$175	\$350
4	\$345	\$310	\$276	\$241	\$350
6	\$416	\$374	\$333	\$291	\$350
8	\$476	\$428	\$380	\$333	\$350
10	\$528	\$475	\$422	\$369	\$350
15	\$637	\$573	\$510	\$446	\$350
20	\$728	\$655	\$583	\$510	\$350
25	\$808	\$727	\$646	\$565	\$350
30	\$879	\$791	\$703	\$616	\$350
35	\$945	\$850	\$756	\$661	\$350
40	\$1,005	\$905	\$804	\$704	\$350
45	\$1,062	\$956	\$849	\$743	\$350
50	\$1,115	\$1,004	\$892	\$781	\$350
55	\$1,166	\$1,049	\$932	\$816	\$350
60	\$1,214	\$1,092	\$971	\$850	\$350
65	\$1,260	\$1,134	\$1,008	\$882	\$350
70	\$1,304	\$1,174	\$1,043	\$913	\$350
75	\$1,346	\$1,212	\$1,077	\$943	\$350
80	\$1,387	\$1,249	\$1,110	\$971	\$350
85	\$1,427	\$1,284	\$1,142	\$999	\$350
90	\$1,466	\$1,319	\$1,172	\$1,026	\$350
95	\$1,503	\$1,353	\$1,202	\$1,052	\$350
100	\$1,539	\$1,385	\$1,231	\$1,077	\$525
150	\$1,890	\$1,701	\$1,512	\$1,323	\$525
200	\$2,196	\$1,977	\$1,757	\$1,537	\$525
250	\$2,411	\$2,170	\$1,929	\$1,688	\$525
300	\$2,597	\$2,337	\$2,077	\$1,818	\$525
350	\$2,769	\$2,492	\$2,215	\$1,938	\$525
400	\$2,924	\$2,632	\$2,339	\$2,047	\$525
450	\$3,075	\$2,768	\$2,460	\$2,153	\$525
500	\$3,215	\$2,894	\$2,572	\$2,251	\$525
550	\$3,349	\$3,014	\$2,679	\$2,344	\$525
600	\$3,474	\$3,127	\$2,779	\$2,432	\$525
650	\$3,594	\$3,235	\$2,876	\$2,516	\$525
700	\$3,709	\$3,338	\$2,967	\$2,596	\$525
750	\$3,820	\$3,438	\$3,056	\$2,674	\$525
800	\$3,927	\$3,534	\$3,142	\$2,749	\$525
850	\$4,032	\$3,629	\$3,226	\$2,822	\$525
900	\$4,133	\$3,720	\$3,307	\$2,893	\$525
950	\$4,192	\$3,773	\$3,354	\$2,934	\$525
1000	\$4,245	\$3,821	\$3,396	\$2,972	\$1,400
2000	\$5,888	\$5,299	\$4,711	\$4,122	\$1,400
3000	\$7,110	\$6,399	\$5,688	\$4,977	\$1,400

NA-NA Inter-Market -- EVC BASE Pricing - EPL					
Dedicated COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$260	\$234	\$208	\$182	\$350
4	\$358	\$322	\$287	\$251	\$350
6	\$433	\$389	\$346	\$303	\$350
8	\$495	\$445	\$396	\$346	\$350
10	\$549	\$494	\$439	\$384	\$350
15	\$663	\$596	\$530	\$464	\$350
20	\$757	\$682	\$606	\$530	\$350
25	\$840	\$756	\$672	\$588	\$350
30	\$914	\$823	\$732	\$640	\$350
35	\$982	\$884	\$786	\$688	\$350
40	\$1,045	\$941	\$836	\$732	\$350
45	\$1,104	\$994	\$883	\$773	\$350
50	\$1,160	\$1,044	\$928	\$812	\$350
55	\$1,212	\$1,091	\$970	\$849	\$350
60	\$1,262	\$1,136	\$1,010	\$884	\$350
65	\$1,310	\$1,179	\$1,048	\$917	\$350
70	\$1,356	\$1,220	\$1,085	\$949	\$350
75	\$1,400	\$1,260	\$1,120	\$980	\$350
80	\$1,443	\$1,299	\$1,154	\$1,010	\$350
85	\$1,484	\$1,336	\$1,187	\$1,039	\$350
90	\$1,524	\$1,372	\$1,219	\$1,067	\$350
95	\$1,563	\$1,407	\$1,250	\$1,094	\$350
100	\$1,601	\$1,441	\$1,281	\$1,121	\$525
150	\$1,965	\$1,769	\$1,572	\$1,376	\$525
200	\$2,284	\$2,056	\$1,827	\$1,599	\$525
250	\$2,507	\$2,257	\$2,006	\$1,755	\$525
300	\$2,700	\$2,430	\$2,160	\$1,890	\$525
350	\$2,880	\$2,592	\$2,304	\$2,016	\$525
400	\$3,041	\$2,737	\$2,433	\$2,129	\$525
450	\$3,198	\$2,878	\$2,559	\$2,239	\$525
500	\$3,344	\$3,010	\$2,675	\$2,341	\$525
550	\$3,483	\$3,134	\$2,786	\$2,438	\$525
600	\$3,613	\$3,252	\$2,890	\$2,529	\$525
650	\$3,738	\$3,364	\$2,991	\$2,617	\$525
700	\$3,857	\$3,471	\$3,086	\$2,700	\$525
750	\$3,973	\$3,576	\$3,178	\$2,781	\$525
800	\$4,084	\$3,676	\$3,267	\$2,859	\$525
850	\$4,193	\$3,774	\$3,355	\$2,935	\$525
900	\$4,299	\$3,869	\$3,439	\$3,009	\$525
950	\$4,360	\$3,924	\$3,488	\$3,052	\$525
1000	\$4,415	\$3,974	\$3,532	\$3,091	\$1,400
2000	\$6,124	\$5,511	\$4,899	\$4,287	\$1,400
3000	\$7,394	\$6,655	\$5,916	\$5,176	\$1,400

Unprotected E-LAN Service Pricing - Local Access not included - Min 12mo term
Multi-point-to-multipoint

NA Metro -- EVC Endpoint BASE Pricing - EVP-LAN					
Basic COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$120	\$108	\$96	\$84	\$350
4	\$165	\$149	\$132	\$116	\$350
6	\$200	\$180	\$160	\$140	\$350
8	\$228	\$205	\$183	\$160	\$350
10	\$253	\$228	\$203	\$177	\$350
15	\$306	\$275	\$245	\$214	\$350
20	\$350	\$315	\$280	\$245	\$350
25	\$388	\$349	\$310	\$271	\$350
30	\$422	\$380	\$338	\$295	\$350
35	\$453	\$408	\$363	\$317	\$350
40	\$482	\$434	\$386	\$338	\$350
45	\$510	\$459	\$408	\$357	\$350
50	\$535	\$482	\$428	\$375	\$350
55	\$560	\$504	\$448	\$392	\$350
60	\$583	\$524	\$466	\$408	\$350
65	\$605	\$544	\$484	\$423	\$350
70	\$626	\$563	\$501	\$438	\$350
75	\$646	\$582	\$517	\$452	\$350
80	\$666	\$599	\$533	\$466	\$350
85	\$685	\$617	\$548	\$480	\$350
90	\$703	\$633	\$563	\$492	\$350
95	\$721	\$649	\$577	\$505	\$350
100	\$739	\$665	\$591	\$517	\$525
150	\$892	\$803	\$714	\$624	\$525
200	\$1,020	\$918	\$816	\$714	\$525
250	\$1,131	\$1,018	\$905	\$792	\$525
300	\$1,231	\$1,108	\$985	\$862	\$525
350	\$1,323	\$1,191	\$1,058	\$926	\$525
400	\$1,408	\$1,267	\$1,126	\$985	\$525
450	\$1,487	\$1,338	\$1,190	\$1,041	\$525
500	\$1,562	\$1,405	\$1,249	\$1,093	\$525
550	\$1,632	\$1,469	\$1,306	\$1,143	\$525
600	\$1,700	\$1,530	\$1,360	\$1,190	\$525
650	\$1,764	\$1,588	\$1,411	\$1,235	\$525
700	\$1,826	\$1,643	\$1,461	\$1,278	\$525
750	\$1,886	\$1,697	\$1,508	\$1,320	\$525
800	\$1,943	\$1,749	\$1,554	\$1,360	\$525
850	\$1,999	\$1,799	\$1,599	\$1,399	\$525
900	\$2,052	\$1,847	\$1,642	\$1,437	\$525
950	\$2,105	\$1,894	\$1,684	\$1,473	\$525
1000	\$2,155	\$1,940	\$1,724	\$1,509	\$1,400
2000	\$2,975	\$2,678	\$2,380	\$2,083	\$1,400
3000	\$3,593	\$3,233	\$2,874	\$2,515	\$1,400

NA Metro -- EVC Endpoint BASE Pricing - EVP-LAN					
Enhanced COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$132	\$119	\$105	\$92	\$350
4	\$182	\$164	\$146	\$127	\$350
6	\$220	\$198	\$176	\$154	\$350
8	\$251	\$226	\$201	\$176	\$350
10	\$279	\$251	\$223	\$195	\$350
15	\$336	\$303	\$269	\$235	\$350
20	\$385	\$346	\$308	\$269	\$350
25	\$427	\$384	\$341	\$299	\$350
30	\$464	\$418	\$371	\$325	\$350
35	\$499	\$449	\$399	\$349	\$350
40	\$531	\$478	\$425	\$372	\$350
45	\$561	\$505	\$449	\$392	\$350
50	\$589	\$530	\$471	\$412	\$350
55	\$615	\$554	\$492	\$431	\$350
60	\$641	\$577	\$513	\$449	\$350
65	\$665	\$599	\$532	\$466	\$350
70	\$688	\$620	\$551	\$482	\$350
75	\$711	\$640	\$569	\$498	\$350
80	\$733	\$659	\$586	\$513	\$350
85	\$754	\$678	\$603	\$527	\$350
90	\$774	\$696	\$619	\$542	\$350
95	\$794	\$714	\$635	\$555	\$350
100	\$813	\$731	\$650	\$569	\$525
150	\$981	\$883	\$785	\$687	\$525
200	\$1,122	\$1,010	\$897	\$785	\$525
250	\$1,244	\$1,120	\$996	\$871	\$525
300	\$1,355	\$1,219	\$1,084	\$948	\$525
350	\$1,455	\$1,310	\$1,164	\$1,019	\$525
400	\$1,548	\$1,394	\$1,239	\$1,084	\$525
450	\$1,636	\$1,472	\$1,308	\$1,145	\$525
500	\$1,718	\$1,546	\$1,374	\$1,202	\$525
550	\$1,796	\$1,616	\$1,436	\$1,257	\$525
600	\$1,870	\$1,683	\$1,496	\$1,309	\$525
650	\$1,941	\$1,747	\$1,552	\$1,358	\$525
700	\$2,009	\$1,808	\$1,607	\$1,406	\$525
750	\$2,074	\$1,867	\$1,659	\$1,452	\$525
800	\$2,137	\$1,924	\$1,710	\$1,496	\$525
850	\$2,198	\$1,979	\$1,759	\$1,539	\$525
900	\$2,258	\$2,032	\$1,806	\$1,580	\$525
950	\$2,315	\$2,084	\$1,852	\$1,621	\$525
1000	\$2,371	\$2,134	\$1,897	\$1,660	\$1,400
2000	\$3,273	\$2,945	\$2,618	\$2,291	\$1,400
3000	\$3,952	\$3,557	\$3,161	\$2,766	\$1,400

NA Metro -- EVC Endpoint BASE Pricing - EVP-LAN					
Dedicated COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$150	\$135	\$120	\$105	\$350
4	\$207	\$186	\$165	\$145	\$350
6	\$250	\$225	\$200	\$175	\$350
8	\$285	\$257	\$228	\$200	\$350
10	\$317	\$285	\$253	\$222	\$350
15	\$382	\$344	\$306	\$268	\$350
20	\$437	\$393	\$350	\$306	\$350
25	\$485	\$436	\$388	\$339	\$350
30	\$528	\$475	\$422	\$369	\$350
35	\$567	\$510	\$453	\$397	\$350
40	\$603	\$543	\$482	\$422	\$350
45	\$637	\$573	\$510	\$446	\$350
50	\$669	\$602	\$535	\$468	\$350
55	\$699	\$629	\$560	\$490	\$350
60	\$728	\$655	\$583	\$510	\$350
65	\$756	\$680	\$605	\$529	\$350
70	\$782	\$704	\$626	\$548	\$350
75	\$808	\$727	\$646	\$566	\$350
80	\$832	\$749	\$666	\$583	\$350
85	\$856	\$771	\$685	\$599	\$350
90	\$879	\$791	\$703	\$616	\$350
95	\$902	\$812	\$721	\$631	\$350
100	\$924	\$831	\$739	\$646	\$525
150	\$1,115	\$1,004	\$892	\$781	\$525
200	\$1,275	\$1,147	\$1,020	\$892	\$525
250	\$1,414	\$1,273	\$1,131	\$990	\$525
300	\$1,539	\$1,385	\$1,231	\$1,077	\$525
350	\$1,654	\$1,488	\$1,323	\$1,158	\$525
400	\$1,760	\$1,584	\$1,408	\$1,232	\$525
450	\$1,859	\$1,673	\$1,487	\$1,301	\$525
500	\$1,952	\$1,757	\$1,562	\$1,366	\$525
550	\$2,040	\$1,836	\$1,632	\$1,428	\$525
600	\$2,125	\$1,912	\$1,700	\$1,487	\$525
650	\$2,205	\$1,985	\$1,764	\$1,544	\$525
700	\$2,283	\$2,054	\$1,826	\$1,598	\$525
750	\$2,357	\$2,121	\$1,886	\$1,650	\$525
800	\$2,429	\$2,186	\$1,943	\$1,700	\$525
850	\$2,498	\$2,248	\$1,999	\$1,749	\$525
900	\$2,565	\$2,309	\$2,052	\$1,796	\$525
950	\$2,631	\$2,368	\$2,105	\$1,842	\$525
1000	\$2,694	\$2,425	\$2,155	\$1,886	\$1,400
2000	\$3,719	\$3,347	\$2,975	\$2,603	\$1,400
3000	\$4,491	\$4,042	\$3,593	\$3,143	\$1,400

NA Metro -- EVC Endpoint BASE Pricing - EVP-LAN					
Multi-CoS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$144	\$129	\$115	\$101	\$350
4	\$198	\$179	\$159	\$139	\$350
6	\$240	\$216	\$192	\$168	\$350
8	\$274	\$247	\$219	\$192	\$350
10	\$304	\$274	\$243	\$213	\$350
15	\$367	\$330	\$294	\$257	\$350
20	\$419	\$378	\$336	\$294	\$350
25	\$465	\$419	\$372	\$326	\$350
30	\$507	\$456	\$405	\$355	\$350
35	\$544	\$490	\$435	\$381	\$350
40	\$579	\$521	\$463	\$405	\$350
45	\$612	\$550	\$489	\$428	\$350
50	\$642	\$578	\$514	\$450	\$350
55	\$671	\$604	\$537	\$470	\$350
60	\$699	\$629	\$559	\$489	\$350
65	\$726	\$653	\$581	\$508	\$350
70	\$751	\$676	\$601	\$526	\$350
75	\$776	\$698	\$620	\$543	\$350
80	\$799	\$719	\$639	\$559	\$350
85	\$822	\$740	\$658	\$575	\$350
90	\$844	\$760	\$675	\$591	\$350
95	\$866	\$779	\$693	\$606	\$350
100	\$887	\$798	\$709	\$621	\$525
150	\$1,071	\$963	\$856	\$749	\$525
200	\$1,224	\$1,101	\$979	\$857	\$525
250	\$1,358	\$1,222	\$1,086	\$950	\$525
300	\$1,478	\$1,330	\$1,182	\$1,034	\$525
350	\$1,587	\$1,429	\$1,270	\$1,111	\$525
400	\$1,689	\$1,520	\$1,351	\$1,182	\$525
450	\$1,784	\$1,606	\$1,427	\$1,249	\$525
500	\$1,874	\$1,686	\$1,499	\$1,312	\$525
550	\$1,959	\$1,763	\$1,567	\$1,371	\$525
600	\$2,040	\$1,836	\$1,632	\$1,428	\$525
650	\$2,117	\$1,905	\$1,694	\$1,482	\$525
700	\$2,191	\$1,972	\$1,753	\$1,534	\$525
750	\$2,263	\$2,036	\$1,810	\$1,584	\$525
800	\$2,332	\$2,098	\$1,865	\$1,632	\$525
850	\$2,398	\$2,158	\$1,919	\$1,679	\$525
900	\$2,463	\$2,217	\$1,970	\$1,724	\$525
950	\$2,526	\$2,273	\$2,020	\$1,768	\$525
1000	\$2,587	\$2,328	\$2,069	\$1,811	\$1,400
2000	\$3,570	\$3,213	\$2,856	\$2,499	\$1,400
3000	\$4,311	\$3,880	\$3,449	\$3,018	\$1,400

NA Metro -- EVC Endpoint BASE Pricing - EP-LAN					
Dedicated COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$156	\$140	\$125	\$109	\$350
4	\$215	\$194	\$172	\$151	\$350
6	\$260	\$234	\$208	\$182	\$350
8	\$297	\$267	\$237	\$208	\$350
10	\$329	\$296	\$263	\$230	\$350
15	\$398	\$358	\$318	\$278	\$350
20	\$454	\$409	\$364	\$318	\$350
25	\$504	\$454	\$403	\$353	\$350
30	\$549	\$494	\$439	\$384	\$350
35	\$589	\$531	\$472	\$413	\$350
40	\$627	\$565	\$502	\$439	\$350
45	\$663	\$596	\$530	\$464	\$350
50	\$696	\$626	\$557	\$487	\$350
55	\$727	\$655	\$582	\$509	\$350
60	\$757	\$682	\$606	\$530	\$350
65	\$786	\$708	\$629	\$550	\$350
70	\$814	\$732	\$651	\$570	\$350
75	\$840	\$756	\$672	\$588	\$350
80	\$866	\$779	\$693	\$606	\$350
85	\$891	\$801	\$712	\$623	\$350
90	\$915	\$823	\$732	\$640	\$350
95	\$938	\$844	\$750	\$656	\$350
100	\$960	\$864	\$768	\$672	\$525
150	\$1,160	\$1,044	\$928	\$812	\$525
200	\$1,326	\$1,193	\$1,061	\$928	\$525
250	\$1,471	\$1,324	\$1,177	\$1,029	\$525
300	\$1,601	\$1,441	\$1,281	\$1,121	\$525
350	\$1,720	\$1,548	\$1,376	\$1,204	\$525
400	\$1,830	\$1,647	\$1,464	\$1,281	\$525
450	\$1,933	\$1,740	\$1,546	\$1,353	\$525
500	\$2,030	\$1,827	\$1,624	\$1,421	\$525
550	\$2,122	\$1,910	\$1,698	\$1,485	\$525
600	\$2,210	\$1,989	\$1,768	\$1,547	\$525
650	\$2,293	\$2,064	\$1,835	\$1,605	\$525
700	\$2,374	\$2,136	\$1,899	\$1,662	\$525
750	\$2,451	\$2,206	\$1,961	\$1,716	\$525
800	\$2,526	\$2,273	\$2,021	\$1,768	\$525
850	\$2,598	\$2,338	\$2,079	\$1,819	\$525
900	\$2,668	\$2,401	\$2,134	\$1,868	\$525
950	\$2,736	\$2,462	\$2,189	\$1,915	\$525
1000	\$2,802	\$2,522	\$2,242	\$1,961	\$1,400
2000	\$3,868	\$3,481	\$3,094	\$2,707	\$1,400
3000	\$4,670	\$4,203	\$3,736	\$3,269	\$1,400

NA Metro -- EVC Endpoint BASE Pricing - EP-LAN					
Multi-COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$150	\$135	\$120	\$105	\$350
4	\$206	\$186	\$165	\$144	\$350
6	\$249	\$224	\$199	\$174	\$350
8	\$285	\$256	\$228	\$199	\$350
10	\$316	\$284	\$253	\$221	\$350
15	\$382	\$343	\$305	\$267	\$350
20	\$436	\$393	\$349	\$305	\$350
25	\$484	\$436	\$387	\$339	\$350
30	\$527	\$474	\$421	\$369	\$350
35	\$566	\$509	\$453	\$396	\$350
40	\$602	\$542	\$482	\$422	\$350
45	\$636	\$572	\$509	\$445	\$350
50	\$668	\$601	\$534	\$468	\$350
55	\$698	\$628	\$559	\$489	\$350
60	\$727	\$654	\$582	\$509	\$350
65	\$755	\$679	\$604	\$528	\$350
70	\$781	\$703	\$625	\$547	\$350
75	\$807	\$726	\$645	\$565	\$350
80	\$831	\$748	\$665	\$582	\$350
85	\$855	\$769	\$684	\$598	\$350
90	\$878	\$790	\$702	\$615	\$350
95	\$900	\$810	\$720	\$630	\$350
100	\$922	\$830	\$738	\$645	\$525
150	\$1,113	\$1,002	\$891	\$779	\$525
200	\$1,273	\$1,145	\$1,018	\$891	\$525
250	\$1,412	\$1,271	\$1,129	\$988	\$525
300	\$1,537	\$1,383	\$1,229	\$1,076	\$525
350	\$1,651	\$1,486	\$1,321	\$1,156	\$525
400	\$1,757	\$1,581	\$1,405	\$1,230	\$525
450	\$1,856	\$1,670	\$1,485	\$1,299	\$525
500	\$1,949	\$1,754	\$1,559	\$1,364	\$525
550	\$2,037	\$1,833	\$1,630	\$1,426	\$525
600	\$2,121	\$1,909	\$1,697	\$1,485	\$525
650	\$2,202	\$1,982	\$1,761	\$1,541	\$525
700	\$2,279	\$2,051	\$1,823	\$1,595	\$525
750	\$2,353	\$2,118	\$1,883	\$1,647	\$525
800	\$2,425	\$2,182	\$1,940	\$1,697	\$525
850	\$2,494	\$2,245	\$1,995	\$1,746	\$525
900	\$2,561	\$2,305	\$2,049	\$1,793	\$525
950	\$2,627	\$2,364	\$2,101	\$1,839	\$525
1000	\$2,690	\$2,421	\$2,152	\$1,883	\$1,400
2000	\$3,713	\$3,342	\$2,970	\$2,599	\$1,400
3000	\$4,483	\$4,035	\$3,587	\$3,138	\$1,400

NA Inter-Market -- EVC Endpoint BASE Pricing - EVP-LAN

Basic COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$160	\$144	\$128	\$112	\$350
4	\$221	\$198	\$176	\$154	\$350
6	\$266	\$240	\$213	\$186	\$350
8	\$304	\$274	\$244	\$213	\$350
10	\$338	\$304	\$270	\$236	\$350
15	\$408	\$367	\$326	\$285	\$350
20	\$466	\$419	\$373	\$326	\$350
25	\$517	\$465	\$414	\$362	\$350
30	\$563	\$507	\$450	\$394	\$350
35	\$605	\$544	\$484	\$423	\$350
40	\$643	\$579	\$515	\$450	\$350
45	\$680	\$612	\$544	\$476	\$350
50	\$714	\$642	\$571	\$500	\$350
55	\$746	\$671	\$597	\$522	\$350
60	\$777	\$699	\$621	\$544	\$350
65	\$806	\$726	\$645	\$564	\$350
70	\$835	\$751	\$668	\$584	\$350
75	\$862	\$776	\$689	\$603	\$350
80	\$888	\$799	\$710	\$622	\$350
85	\$913	\$822	\$731	\$639	\$350
90	\$938	\$844	\$750	\$657	\$350
95	\$962	\$866	\$769	\$673	\$350
100	\$985	\$887	\$788	\$690	\$525
150	\$1,189	\$1,071	\$952	\$833	\$525
200	\$1,360	\$1,224	\$1,088	\$952	\$525
250	\$1,508	\$1,358	\$1,207	\$1,056	\$525
300	\$1,642	\$1,478	\$1,313	\$1,149	\$525
350	\$1,764	\$1,587	\$1,411	\$1,235	\$525
400	\$1,877	\$1,689	\$1,501	\$1,314	\$525
450	\$1,983	\$1,784	\$1,586	\$1,388	\$525
500	\$2,082	\$1,874	\$1,666	\$1,457	\$525
550	\$2,176	\$1,959	\$1,741	\$1,524	\$525
600	\$2,266	\$2,040	\$1,813	\$1,586	\$525
650	\$2,352	\$2,117	\$1,882	\$1,647	\$525
700	\$2,435	\$2,191	\$1,948	\$1,704	\$525
750	\$2,514	\$2,263	\$2,011	\$1,760	\$525
800	\$2,591	\$2,332	\$2,073	\$1,813	\$525
850	\$2,665	\$2,398	\$2,132	\$1,865	\$525
900	\$2,737	\$2,463	\$2,189	\$1,916	\$525
950	\$2,806	\$2,526	\$2,245	\$1,964	\$525
1000	\$2,874	\$2,587	\$2,299	\$2,012	\$1,400
2000	\$3,967	\$3,570	\$3,174	\$2,777	\$1,400
3000	\$4,790	\$4,311	\$3,832	\$3,353	\$1,400

NA Inter-Market -- EVC Endpoint BASE Pricing - EVP-LAN

Enhanced COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$176	\$158	\$141	\$123	\$350
4	\$243	\$218	\$194	\$170	\$350
6	\$293	\$264	\$234	\$205	\$350
8	\$335	\$301	\$268	\$234	\$350
10	\$371	\$334	\$297	\$260	\$350
15	\$448	\$404	\$359	\$314	\$350
20	\$513	\$461	\$410	\$359	\$350
25	\$569	\$512	\$455	\$398	\$350
30	\$619	\$557	\$495	\$433	\$350
35	\$665	\$599	\$532	\$466	\$350
40	\$708	\$637	\$566	\$495	\$350
45	\$748	\$673	\$598	\$523	\$350
50	\$785	\$707	\$628	\$550	\$350
55	\$821	\$739	\$656	\$574	\$350
60	\$854	\$769	\$684	\$598	\$350
65	\$887	\$798	\$710	\$621	\$350
70	\$918	\$826	\$734	\$643	\$350
75	\$948	\$853	\$758	\$664	\$350
80	\$977	\$879	\$781	\$684	\$350
85	\$1,005	\$904	\$804	\$703	\$350
90	\$1,032	\$929	\$825	\$722	\$350
95	\$1,058	\$952	\$846	\$741	\$350
100	\$1,084	\$975	\$867	\$759	\$525
150	\$1,308	\$1,178	\$1,047	\$916	\$525
200	\$1,496	\$1,346	\$1,197	\$1,047	\$525
250	\$1,659	\$1,493	\$1,327	\$1,161	\$525
300	\$1,806	\$1,625	\$1,445	\$1,264	\$525
350	\$1,940	\$1,746	\$1,552	\$1,358	\$525
400	\$2,065	\$1,858	\$1,652	\$1,445	\$525
450	\$2,181	\$1,963	\$1,745	\$1,527	\$525
500	\$2,290	\$2,061	\$1,832	\$1,603	\$525
550	\$2,394	\$2,155	\$1,915	\$1,676	\$525
600	\$2,493	\$2,244	\$1,994	\$1,745	\$525
650	\$2,587	\$2,329	\$2,070	\$1,811	\$525
700	\$2,678	\$2,410	\$2,143	\$1,875	\$525
750	\$2,765	\$2,489	\$2,212	\$1,936	\$525
800	\$2,850	\$2,565	\$2,280	\$1,995	\$525
850	\$2,931	\$2,638	\$2,345	\$2,052	\$525
900	\$3,010	\$2,709	\$2,408	\$2,107	\$525
950	\$3,087	\$2,778	\$2,469	\$2,161	\$525
1000	\$3,161	\$2,845	\$2,529	\$2,213	\$1,400
2000	\$4,364	\$3,927	\$3,491	\$3,055	\$1,400
3000	\$5,269	\$4,742	\$4,215	\$3,688	\$1,400

NA Inter-Market -- EVC Endpoint BASE Pricing - EVP-LAN					
Dedicated COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$200	\$180	\$160	\$140	\$350
4	\$276	\$248	\$221	\$193	\$350
6	\$333	\$300	\$266	\$233	\$350
8	\$380	\$342	\$304	\$266	\$350
10	\$422	\$380	\$338	\$295	\$350
15	\$510	\$459	\$408	\$357	\$350
20	\$583	\$524	\$466	\$408	\$350
25	\$646	\$582	\$517	\$452	\$350
30	\$703	\$633	\$563	\$492	\$350
35	\$756	\$680	\$605	\$529	\$350
40	\$804	\$724	\$643	\$563	\$350
45	\$849	\$764	\$680	\$595	\$350
50	\$892	\$803	\$714	\$624	\$350
55	\$933	\$839	\$746	\$653	\$350
60	\$971	\$874	\$777	\$680	\$350
65	\$1,008	\$907	\$806	\$705	\$350
70	\$1,043	\$939	\$835	\$730	\$350
75	\$1,077	\$969	\$862	\$754	\$350
80	\$1,110	\$999	\$888	\$777	\$350
85	\$1,142	\$1,028	\$913	\$799	\$350
90	\$1,172	\$1,055	\$938	\$821	\$350
95	\$1,202	\$1,082	\$962	\$842	\$350
100	\$1,231	\$1,108	\$985	\$862	\$525
150	\$1,487	\$1,338	\$1,189	\$1,041	\$525
200	\$1,700	\$1,530	\$1,360	\$1,190	\$525
250	\$1,886	\$1,697	\$1,508	\$1,320	\$525
300	\$2,052	\$1,847	\$1,642	\$1,437	\$525
350	\$2,205	\$1,984	\$1,764	\$1,543	\$525
400	\$2,346	\$2,111	\$1,877	\$1,642	\$525
450	\$2,478	\$2,230	\$1,983	\$1,735	\$525
500	\$2,603	\$2,342	\$2,082	\$1,822	\$525
550	\$2,721	\$2,448	\$2,176	\$1,904	\$525
600	\$2,833	\$2,550	\$2,266	\$1,983	\$525
650	\$2,940	\$2,646	\$2,352	\$2,058	\$525
700	\$3,043	\$2,739	\$2,435	\$2,130	\$525
750	\$3,143	\$2,828	\$2,514	\$2,200	\$525
800	\$3,238	\$2,915	\$2,591	\$2,267	\$525
850	\$3,331	\$2,998	\$2,665	\$2,332	\$525
900	\$3,421	\$3,079	\$2,737	\$2,394	\$525
950	\$3,508	\$3,157	\$2,806	\$2,455	\$525
1000	\$3,592	\$3,233	\$2,874	\$2,515	\$1,400
2000	\$4,959	\$4,463	\$3,967	\$3,471	\$1,400
3000	\$5,988	\$5,389	\$4,790	\$4,191	\$1,400

NA Inter-Market -- EVC Endpoint BASE Pricing - EVP-LAN					
Multi-CoS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$192	\$173	\$153	\$134	\$350
4	\$265	\$238	\$212	\$185	\$350
6	\$320	\$288	\$256	\$224	\$350
8	\$365	\$329	\$292	\$256	\$350
10	\$405	\$365	\$324	\$284	\$350
15	\$489	\$440	\$391	\$342	\$350
20	\$559	\$503	\$447	\$392	\$350
25	\$620	\$558	\$496	\$434	\$350
30	\$675	\$608	\$540	\$473	\$350
35	\$726	\$653	\$580	\$508	\$350
40	\$772	\$695	\$618	\$540	\$350
45	\$815	\$734	\$652	\$571	\$350
50	\$856	\$771	\$685	\$599	\$350
55	\$895	\$806	\$716	\$627	\$350
60	\$932	\$839	\$746	\$653	\$350
65	\$968	\$871	\$774	\$677	\$350
70	\$1,001	\$901	\$801	\$701	\$350
75	\$1,034	\$931	\$827	\$724	\$350
80	\$1,066	\$959	\$852	\$746	\$350
85	\$1,096	\$986	\$877	\$767	\$350
90	\$1,126	\$1,013	\$900	\$788	\$350
95	\$1,154	\$1,039	\$923	\$808	\$350
100	\$1,182	\$1,064	\$946	\$827	\$525
150	\$1,427	\$1,285	\$1,142	\$999	\$525
200	\$1,632	\$1,469	\$1,305	\$1,142	\$525
250	\$1,810	\$1,629	\$1,448	\$1,267	\$525
300	\$1,970	\$1,773	\$1,576	\$1,379	\$525
350	\$2,117	\$1,905	\$1,693	\$1,482	\$525
400	\$2,252	\$2,027	\$1,802	\$1,577	\$525
450	\$2,379	\$2,141	\$1,903	\$1,665	\$525
500	\$2,498	\$2,249	\$1,999	\$1,749	\$525
550	\$2,612	\$2,351	\$2,089	\$1,828	\$525
600	\$2,720	\$2,448	\$2,176	\$1,904	\$525
650	\$2,823	\$2,540	\$2,258	\$1,976	\$525
700	\$2,922	\$2,629	\$2,337	\$2,045	\$525
750	\$3,017	\$2,715	\$2,414	\$2,112	\$525
800	\$3,109	\$2,798	\$2,487	\$2,176	\$525
850	\$3,198	\$2,878	\$2,558	\$2,238	\$525
900	\$3,284	\$2,955	\$2,627	\$2,299	\$525
950	\$3,367	\$3,031	\$2,694	\$2,357	\$525
1000	\$3,449	\$3,104	\$2,759	\$2,414	\$1,400
2000	\$4,760	\$4,284	\$3,808	\$3,332	\$1,400
3000	\$5,748	\$5,173	\$4,598	\$4,024	\$1,400

NA Inter-Market -- EVC Endpoint BASE Pricing - EP-LAN					
Dedicated COS					
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$208	\$187	\$166	\$145	\$350
4	\$287	\$258	\$229	\$201	\$350
6	\$346	\$312	\$277	\$242	\$350
8	\$396	\$356	\$317	\$277	\$350
10	\$439	\$395	\$351	\$307	\$350
15	\$530	\$477	\$424	\$371	\$350
20	\$606	\$545	\$485	\$424	\$350
25	\$672	\$605	\$538	\$470	\$350
30	\$732	\$658	\$585	\$512	\$350
35	\$786	\$707	\$629	\$550	\$350
40	\$836	\$753	\$669	\$585	\$350
45	\$883	\$795	\$707	\$618	\$350
50	\$928	\$835	\$742	\$649	\$350
55	\$970	\$873	\$776	\$679	\$350
60	\$1,010	\$909	\$808	\$707	\$350
65	\$1,048	\$943	\$839	\$734	\$350
70	\$1,085	\$976	\$868	\$759	\$350
75	\$1,120	\$1,008	\$896	\$784	\$350
80	\$1,154	\$1,039	\$924	\$808	\$350
85	\$1,187	\$1,069	\$950	\$831	\$350
90	\$1,219	\$1,097	\$976	\$854	\$350
95	\$1,250	\$1,125	\$1,000	\$875	\$350
100	\$1,281	\$1,153	\$1,024	\$896	\$525
150	\$1,546	\$1,392	\$1,237	\$1,082	\$525
200	\$1,768	\$1,591	\$1,414	\$1,237	\$525
250	\$1,961	\$1,765	\$1,569	\$1,373	\$525
300	\$2,134	\$1,921	\$1,708	\$1,494	\$525
350	\$2,293	\$2,064	\$1,834	\$1,605	\$525
400	\$2,440	\$2,196	\$1,952	\$1,708	\$525
450	\$2,577	\$2,320	\$2,062	\$1,804	\$525
500	\$2,707	\$2,436	\$2,165	\$1,895	\$525
550	\$2,829	\$2,546	\$2,263	\$1,981	\$525
600	\$2,946	\$2,652	\$2,357	\$2,062	\$525
650	\$3,058	\$2,752	\$2,446	\$2,141	\$525
700	\$3,165	\$2,849	\$2,532	\$2,216	\$525
750	\$3,268	\$2,941	\$2,615	\$2,288	\$525
800	\$3,368	\$3,031	\$2,694	\$2,358	\$525
850	\$3,464	\$3,118	\$2,771	\$2,425	\$525
900	\$3,557	\$3,202	\$2,846	\$2,490	\$525
950	\$3,648	\$3,283	\$2,918	\$2,554	\$525
1000	\$3,736	\$3,362	\$2,989	\$2,615	\$1,400
2000	\$5,157	\$4,641	\$4,126	\$3,610	\$1,400
3000	\$6,227	\$5,604	\$4,982	\$4,359	\$1,400

NA Inter-Market -- EVC Endpoint BASE Pricing - EP-LAN					
	Multi-COS				
BW	12 Month	24 Month	36 Month	60 Month	NRC
2	\$199	\$179	\$159	\$140	\$350
4	\$275	\$248	\$220	\$193	\$350
6	\$332	\$299	\$266	\$233	\$350
8	\$380	\$342	\$304	\$266	\$350
10	\$421	\$379	\$337	\$295	\$350
15	\$509	\$458	\$407	\$356	\$350
20	\$582	\$523	\$465	\$407	\$350
25	\$645	\$581	\$516	\$452	\$350
30	\$702	\$632	\$562	\$492	\$350
35	\$755	\$679	\$604	\$528	\$350
40	\$803	\$723	\$642	\$562	\$350
45	\$848	\$763	\$678	\$594	\$350
50	\$891	\$802	\$713	\$623	\$350
55	\$931	\$838	\$745	\$652	\$350
60	\$969	\$873	\$776	\$679	\$350
65	\$1,006	\$906	\$805	\$704	\$350
70	\$1,042	\$937	\$833	\$729	\$350
75	\$1,075	\$968	\$860	\$753	\$350
80	\$1,108	\$997	\$887	\$776	\$350
85	\$1,140	\$1,026	\$912	\$798	\$350
90	\$1,171	\$1,054	\$936	\$819	\$350
95	\$1,200	\$1,080	\$960	\$840	\$350
100	\$1,229	\$1,106	\$984	\$861	\$525
150	\$1,484	\$1,336	\$1,188	\$1,039	\$525
200	\$1,697	\$1,527	\$1,358	\$1,188	\$525
250	\$1,882	\$1,694	\$1,506	\$1,318	\$525
300	\$2,049	\$1,844	\$1,639	\$1,434	\$525
350	\$2,201	\$1,981	\$1,761	\$1,541	\$525
400	\$2,342	\$2,108	\$1,874	\$1,640	\$525
450	\$2,474	\$2,227	\$1,979	\$1,732	\$525
500	\$2,598	\$2,339	\$2,079	\$1,819	\$525
550	\$2,716	\$2,445	\$2,173	\$1,901	\$525
600	\$2,828	\$2,546	\$2,263	\$1,980	\$525
650	\$2,936	\$2,642	\$2,348	\$2,055	\$525
700	\$3,039	\$2,735	\$2,431	\$2,127	\$525
750	\$3,138	\$2,824	\$2,510	\$2,196	\$525
800	\$3,233	\$2,910	\$2,587	\$2,263	\$525
850	\$3,326	\$2,993	\$2,660	\$2,328	\$525
900	\$3,415	\$3,074	\$2,732	\$2,391	\$525
950	\$3,502	\$3,152	\$2,802	\$2,451	\$525
1000	\$3,587	\$3,228	\$2,869	\$2,511	\$1,400
2000	\$4,951	\$4,456	\$3,961	\$3,466	\$1,400
3000	\$5,978	\$5,380	\$4,782	\$4,185	\$1,400

NA UNI Pricing - On-Net Only					
BW	12 Month	24 Month	36 Month	60 Month	NRC
100	\$340	\$306	\$272	\$238	\$500
1000	\$340	\$306	\$272	\$238	\$500
10000	\$700	\$630	\$560	\$490	\$500

Attachment F – Metro Wavelength Service Pricing

Metro Wavelength Service Pricing - Local Access not included

Prices may be discounted on an individual case basis.

Service Capacity	12 Months	24 Months	36 Months	60 Months
	MRC	MRC	MRC	MRC
1G Linear Unprotected	\$946	\$788	\$704	\$610
2.5G Linear Unprotected	\$1,809	\$1,628	\$1,538	\$1,447
10G Linear Unprotected	\$3,166	\$2,851	\$2,692	\$2,533
40G Linear Unprotected	ICB	ICB	ICB	ICB
100G Linear Unprotected	ICB	ICB	ICB	ICB

Encrypted and non-Metro are ICB

Attachment G - Voice Pricing

US Interstate Per Minute Pricing

Interstate	OutBound/Inbound- Dedicated to Dedicated	\$	0.0124
Interstate	OutBound/Inbound - Dedicated -to Switched	\$	0.0124
Interstate	OutBound/Inbound - Switched to Dedicated	\$	0.0149
Interstate	OutBound/Inbound - Switched to Switched	\$	0.0149

US Intrastate Calls (Inbound/Outbound) for Switch Termination - Per Minute Pricing

State	Jurisdiction	Dedicated outbound	Dedicated inbound	Switched outbound	Switched inbound
		Cost per minute	Cost per minute	Cost per minute	Cost per minute
Vermont	Interlata	\$ 0.0185	\$ 0.0185	\$ 0.0390	\$ 0.0390
Vermont	Intralata	\$ 0.0185	\$ 0.0185	\$ 0.0390	\$ 0.0390

International Minutes Pricing (Outbound)

International Location	Dedicated Termination Cost per Minute	Switched Termination Cost per Minute	Voice Complete and IQ SIP	CTL ENGAGE
Afghanistan	0.299	\$0.329	0.27025	0.345
Albania	0.253	\$0.278	0.184	0.276
Algeria	0.09407	\$0.103	0.071875	0.115
Andorra	0.135125	\$0.149	0.03335	0.207
Angola	0.0805	\$0.089	0.043125	0.115
Anguilla	0.345	\$0.380	0.253	0.46
Antarctica	2.5875	\$2.846	1.725	2.99
Antigua and Barbuda	0.32775	\$0.361	0.268525	0.345
Argentina	0.0322	\$0.035	0.02875	0.03795
Armenia	0.368	\$0.405	0.348335	0.437
Aruba	0.135125	\$0.149	0.092	0.1725
Ascension Island	1.4375	\$1.581	1.3225	2.0125
Australia	0.01495	\$0.016	0.010925	0.0345
Austria	0.100625	\$0.111	0.089125	0.1012
Azerbaijan	0.345	\$0.380	0.306705	0.575
Bahamas	0.138	\$0.152	0.08625	0.184
Bahrain	0.198375	\$0.218	0.184	0.253
Bangladesh	0.0575	\$0.063	0.04232	0.069
Barbados	0.22425	\$0.247	0.198375	0.253
Belarus	0.483	\$0.531	0.4025	0.5175
Belgium	0.067275	\$0.074	0.055775	0.0805
Belize	0.3335	\$0.367	0.23	0.3565
Benin	0.43125	\$0.474	0.322	0.483
Bermuda	0.05175	\$0.057	0.0345	0.0805
Bhutan	0.0805	\$0.089	0.0667	0.115
Bolivia	0.216775	\$0.239	0.1725	0.23
Bosnia and Herzegovina	0.250125	\$0.275	0.1725	0.23
Botswana	0.184	\$0.202	0.14743	0.23

Brazil	0.014375	\$0.016	0.01035	0.0575
Brunei	0.043125	\$0.047	0.027025	0.069
Bulgaria	0.08625	\$0.095	0.07475	0.115
Burkina Faso	0.45885	\$0.505	0.35926	0.5175
Burundi	0.884925	\$0.973	0.884925	0.9453
Cambodia	0.09085	\$0.100	0.07935	0.115
Cameroon	0.184575	\$0.203	0.170085	0.2875
Canada	0.01035	\$0.017	0.008625	0
Cape Verde	0.29325	\$0.323	0.29325	0.39031
Cayman Islands	0.200675	\$0.221	0.181125	0.23
Central African Republic	0.6325	\$0.696	0.6325	0.7475
Chad	0.8625	\$0.949	0.7475	0.9775
Chile	0.0644	\$0.071	0.043125	0.115
China	0.04025	\$0.044	0.02116	0.0345
Colombia	0.037375	\$0.041	0.0345	0.0575
Comoros	0.61525	\$0.677	0.5865	0.7475
Congo	0.69	\$0.759	0.598	0.7475
Congo, Democratic Republic	0.69	\$0.759	0.556025	0.667
Cook Islands	1.4375	\$1.581	1.4375	2.1275
Costa Rica	0.02875	\$0.032	0.025875	0.46
Croatia	0.23	\$0.253	0.142025	0.253
Cuba	0.874	\$0.961	0.874	0.9775
Cyprus	0.0644	\$0.071	0.05175	0.069
Czech Republic	0.0299	\$0.033	0.02185	0.0575
Denmark	0.01725	\$0.019	0.010465	0.02875
Djibouti	0.5175	\$0.569	0.483	0.6325
Dominica	0.347875	\$0.383	0.322	0.4025
Dominican Republic	0.08625	\$0.095	0.0391	0.0575
Ecuador	0.18975	\$0.209	0.1357	0.23
Egypt	0.138	\$0.152	0.11477	0.1725
El Salvador	0.2875	\$0.316	0.253	0.322
Equatorial Guinea	0.7475	\$0.822	0.713	0.805
Eritrea	0.4025	\$0.443	0.357995	0.46
Estonia	0.44275	\$0.487	0.026795	0.5175
Ethiopia	0.345	\$0.380	0.2622	0.46
Falkland Islands (Malvinas)	1.0925	\$1.202	1.0925	1.454175
Faroe Islands	0.1725	\$0.190	0.050715	0.1725
Fiji	0.44275	\$0.487	0.4025	0.5175
Finland	0.43125	\$0.474	0.39675	0.4485
France	0.01725	\$0.019	0.0115	0.023
French Guiana	0.115	\$0.127	0.01564	0.1725
French Polynesia	0.3795	\$0.417	0.3565	0.4025
Gabon	0.575	\$0.633	0.55775	0.6325
Gambia	0.68425	\$0.753	0.6325	0.7475
Georgia	0.23	\$0.253	0.17365	0.345
Germany	0.01035	\$0.011	0.00897	0.0483
Ghana	0.32775	\$0.361	0.296125	0.368
Gibraltar	0.0575	\$0.063	0.046575	0.0805
Greece	0.02875	\$0.032	0.01725	0.046
Greenland	0.7475	\$0.822	0.6969	0.8625
Grenada	0.322	\$0.354	0.310385	0.368
Guadeloupe	0.04485	\$0.049	0.020125	0.0575
Guatemala	0.16675	\$0.183	0.148925	0.207
Guinea	0.7475	\$0.822	0.550275	0.805
Guinea-Bissau	0.897	\$0.987	0.621	0.826505

Guyana	0.27025	\$0.297	0.243225	0.46
Haiti	0.46	\$0.506	0.45425	0.483
Honduras	0.21275	\$0.234	0.181125	0.23
Hong Kong	0.02875	\$0.032	0.022425	0.031625
Hungary	0.07475	\$0.082	0.053475	0.08625
Iceland	0.025875	\$0.029	0.022655	0.0345
India	0.0138	\$0.015	0.010925	0.0345
Indonesia	0.038525	\$0.042	0.03266	0.05175
Iran	0.253	\$0.278	0.155825	0.31625
Iraq	0.253	\$0.278	0.227355	0.2875
Ireland	0.0115	\$0.014	0.007705	0.046
Iridium	0	\$0.000	0	0
Israel	0.0115	\$0.013	0.00575	0.023
Italy	0.0115	\$0.014	0.00345	0.046
Ivory Coast	0.46	\$0.506	0.439875	0.529
Jamaica	0.2875	\$0.322	0.267375	0.322
Japan	0.0253	\$0.035	0.025875	0.046
Jordan	0.261625	\$0.288	0.166175	0.345
Kazakhstan	0.133975	\$0.147	0.1265	0.207
Kenya	0.30475	\$0.335	0.276	0.322
Kiribati	1.4375	\$1.581	2.282175	3.7375
Kosovo	0.464025	\$0.510	0.32637	0.447695
Kuwait	0.077625	\$0.085	0.04025	0.184
Kyrgyzstan	0.2185	\$0.240	0.20125	0.253
Laos	0.14375	\$0.158	0.117875	0.184
Latvia	0.529575	\$0.583	0.483	0.7475
Lebanon	0.192625	\$0.212	0.10925	0.225975
Lesotho	0.4577	\$0.503	0.434125	0.539925
Liberia	0.55775	\$0.614	0.4922	0.598
Libya	0.399625	\$0.440	0.31648	0.457125
Liechtenstein	0.0805	\$0.089	0.069575	0.1035
Lithuania	0.267375	\$0.294	0.159275	0.2875
Luxembourg	0.2208	\$0.243	0.207575	0.24725
Macao	0.14375	\$0.158	0.115	0.18078
Macedonia	0.232875	\$0.256	0.204125	0.278875
Madagascar	0.768775	\$0.846	0.63825	0.943
Malawi	0.482425	\$0.531	0.437	0.5175
Malaysia	0.031625	\$0.035	0.020125	0.069
Maldives	1.131025	\$1.244	1.058	1.38
Mali	0.3979	\$0.438	0.32867	0.458275
Malta	0.735425	\$0.809	0.125925	0.782
Marshall Islands	0.411125	\$0.452	0.342125	0.50025
Martinique	0.0184	\$0.020	0.0138	0.1035
Mauritania	0.8625	\$0.949	0.733125	0.966
Mauritius	0.24495	\$0.269	0.154445	0.276
Mayotte	0.69	\$0.748	0.6325	0.7475
Mexico	0.0115	\$0.014	0.003795	0.0138
Micronesia, Federated Sta	0.843525	\$0.928	0.733125	0.975775
Moldova	0.491625	\$0.541	0.45057	0.6325
Monaco	0.166175	\$0.183	0.0805	0.1725
Mongolia	0.0276	\$0.030	0.0253	0.23
Montenegro	0.416875	\$0.459	0.216775	0.48875
Montserrat	0.388125	\$0.427	0.267375	0.4025
Morocco	0.41975	\$0.462	0.211255	0.4485

Mozambique	0.082225	\$0.091	0.076015	0.138
Myanmar	0.24955	\$0.275	0.15755	0.4025
Namibia	0.152375	\$0.168	0.083375	0.21275
Nauru	1.8975	\$2.087	1.8975	2.162
Nepal	0.177675	\$0.196	0.17273	0.22425
Netherlands	0.0874	\$0.096	0.01725	0.092
Netherlands Antilles	0.184	\$0.202	0.15295	0.24035
New Caledonia	0.558325	\$0.614	0.529	0.558325
New Zealand	0.016675	\$0.018	0.0115	0.02875
Nicaragua	0.204125	\$0.225	0.181125	0.253
Niger	0.589375	\$0.648	0.566375	0.6785
Nigeria	0.163875	\$0.180	0.112125	0.1955
Niue	3.2775	\$3.605	2.875	3.2775
Norfolk Island	2.277	\$2.505	1.4375	2.392
North Korea	0.750375	\$0.825	0.715875	0.9844
Northern Mariana Islands	0.0621	\$0.068	0.0621	0.082685
Norway	0.0161	\$0.018	0.012075	0.023
Oman	0.274275	\$0.302	0.21275	0.322
Pakistan	0.0552	\$0.061	0.0506	0.0644
Palau	0.4025	\$0.443	0.3818	0.46
Palestinian Territory	0.257025	\$0.283	0.1725	0.345
Panama	0.032775	\$0.036	0.021275	0.04025
Papua New Guinea	1.494425	\$1.644	1.33814	1.633
Paraguay	0.069	\$0.076	0.05336	0.0805
Peru	0.01035	\$0.011	0.0069	0.023
Philippines	0.153525	\$0.169	0.115	0.1955
Poland	0.1449	\$0.159	0.0575	0.1771
Portugal	0.03335	\$0.037	0.0207	0.0368
Qatar	0.260475	\$0.287	0.242075	0.345
Reunion	0.399625	\$0.440	0.11385	0.15525
Romania	0.00897	\$0.010	0.005635	0.023
Russia	0.138	\$0.152	0.1265	0.138
Rwanda	0.445625	\$0.490	0.38801	0.4876
Saint Helena	2.0125	\$2.214	1.92809	3.1625
Saint Kitts and Nevis	0.2875	\$0.316	0.253	0.345
Saint Lucia	0.2875	\$0.316	0.276	0.322
Saint Pierre and Miquelon	0.55775	\$0.614	0.255645	0.483
Saint Vincent and the Grenadines	0.27025	\$0.297	0.175375	0.322
San Marino	0.2668	\$0.293	0.2668	0.2875
Sao Tome and Principe	3.1625	\$3.163	1.86323	2.9325
Saudi Arabia	0.13455	\$0.148	0.089125	0.145475
Senegal	0.442175	\$0.486	0.423775	0.519225
Serbia	0.464025	\$0.510	0.244605	0.447695
Seychelles	1.035	\$1.139	1.035	1.377585
Sierra Leone	0.7475	\$0.822	0.5221	0.7935
Singapore	0.0138	\$0.015	0.01035	0.02645
Sint Maarten	0.16675	\$0.183	0.11845	0.184
Slovakia	0.01035	\$0.011	0.00529	0.0138
Slovenia	0.2093	\$0.230	0.2093	0.268525
Solomon Islands	1.633	\$1.796	1.608275	1.725
Somalia	0.7015	\$0.772	0.55177	0.8625
South Africa	0.23575	\$0.259	0.142025	0.24725
South Korea	0.0138	\$0.015	0.0138	0.0345
South Sudan	0.6325	\$0.696	0.444475	0.805
Spain	0.014375	\$0.016	0.01035	0.02875
Sri Lanka	0.21275	\$0.234	0.184	0.253
Sudan	0.25875	\$0.285	0.24357	0.3335

Suriname	0.34385	\$0.378	0.25024	0.36225
Swaziland	0.24725	\$0.272	0.222525	0.2875
Sweden	0.015525	\$0.017	0.00483	0.023
Switzerland	0.023	\$0.029	0.0138	0.023
Syria	0.273125	\$0.300	0.245755	0.30475
Taiwan	0.018975	\$0.021	0.01127	0.023
Tajikistan	0.192625	\$0.212	0.181125	0.207
Tanzania, United Republic	0.370875	\$0.408	0.370875	0.49358
Thailand	0.048875	\$0.054	0.039675	0.059225
Timor-Leste	0.4025	\$0.443	0.4025	1.15
Togo	0.447925	\$0.493	0.42182	0.483
Tokelau	2.0815	\$2.290	1.81976	2.2195
Tonga	1.2075	\$1.328	1.1385	1.4375
Trinidad and Tobago	0.198375	\$0.218	0.17825	0.227125
Tunisia	0.925175	\$1.018	0.897	1.002225
Turkey	0.05175	\$0.058	0.037375	0.058075
Turkmenistan	0.181125	\$0.199	0.14375	0.221375
Turks and Caicos Islands	0.3289	\$0.362	0.21413	0.2875
Tuvalu	2.0125	\$2.214	2.0125	2.1735
Uganda	0.4071	\$0.448	0.368	0.438725
Ukraine	0.3128	\$0.344	0.204125	0.33925
United Arab Emirates	0.24725	\$0.272	0.22425	0.276
United Kingdom	0.0115	\$0.014	0.003105	0.023
Uruguay	0.0805	\$0.089	0.0552	0.092
Uzbekistan	0.12075	\$0.133	0.1104	0.13225
Vanuatu	1.725	\$1.898	1.725	1.84
Vatican City	0.022425	\$0.025	0.016675	0.046
Venezuela	0.018285	\$0.020	0.018285	0.02875
Vietnam	0.07475	\$0.082	0.066125	0.09775
Virgin Islands, British	0.276	\$0.304	0.20125	0.267835
Wallis and Futuna	0.573275	\$0.631	1.294785	2.03458
Western Samoa	2.1275	\$2.340	2.1275	2.1275
Yemen	0.214475	\$0.236	0.1426	0.237475
Zambia	0.455975	\$0.502	0.4025	0.503125
Zimbabwe	0.115	\$0.127	0.102005	0.158125

International Minutes Pricing (Toll Free)

International Location	Dedicated Termination Cost per Minute	Switched Termination Cost per Minute	VOICE COMPLETE and IQ SIP
ANGUILLA	1.1454	1.378735	0.9545
ANTIGUA/BARBUDA	0.69	0.82225	0.575
ARGENTINA	0.414	0.4485	0.345
AUSTRALIA	0.0828	0.10465	0.069
AUSTRIA (Add to Latis)	0.3036	0.37375	0.253
BAHAMAS	0.3105	0.36225	0.259325
BAHRAIN	0.552	0.67275	0.46
BARBADOS	0.3105	0.396175	0.25875
BELARUS (Add to Latis)	0.7935	0.897	0.66125
BELGIUM	0.1932	0.22425	0.161
BELIZE (Add to Latis)	0.6348	0.7475	0.529
BERMUDA	0.3036	0.39468	0.253
BOTSWANA (Add to Latis)	0.828	1.0465	0.69
BRAZIL	0.21114	0.26312	0.17595
BRUNEI (Add to Latis)	0.5796	0.67275	0.483
Bulgaria (Add to Latis)	0.4416	0.5382	0.368
BVI (TORTOLA)	1.0764	1.2558	0.897
CAYMAN ISLANDS	1.0764	1.2558	0.897
CHILE	0.5382	0.67275	0.4485
CHINA	0.8694	1.00165	0.7245
COLOMBIA	0.5244	0.6578	0.437
COSTA RICA	0.6348	0.7774	0.529
CROATIA (Add to Latis)	0.6762	0.7475	0.5635
CYPRUS	0.3036	0.391	0.253
CZECH REPUBLIC	0.3726	0.4784	0.3105
DENMARK	0.3036	0.34385	0.253
DOMINICA	0.3105	0.37375	0.25875
DOMINICAN REPUBLIC	0.46713	0.598	0.389275
Ecuador	0.414	0.6279	0.345
EGYPT (Add to Latis)	0.69	0.897	0.575
ESTONIA (Add to Latis)	0.1104	0.13455	0.092
FINLAND	0.483	0.55315	0.4025
FRANCE	0.08832	0.10465	0.0736
GRENADA	0.345	0.4186	0.2875
GERMANY	0.1242	0.141335	0.1035
GREECE	0.09821	0.1081	0.08188
HONDURAS	0.4968	0.5681	0.414
HONG KONG	0.138	0.1794	0.115
HUNGARY	0.276	0.33925	0.23
ICELAND (Add to Latis)	0.31464	0.3887	0.2622
INDONESIA	0.6072	0.7176	0.506
INDIA	0.3312	0.40365	0.276
IRELAND	0.276	0.3588	0.23
ISRAEL	0.123625	0.136045	0.10304
ITALY	0.345	0.40365	0.2875
JAMAICA	0.3105	0.351325	0.25875
JAPAN	0.4416	0.5382	0.368
Jordan (Add to Latis)	0.4002	0.4945	0.3335
KENYA (Add to Latis)	0.5244	0.6279	0.437
ST KITTS/NEVIS	0.6348	0.7176	0.529
KOREA (SOUTH)	0.17664	0.216775	0.1472

LATVIA (Add to LATIS)	0.6762	0.7475	0.5635
LITHUANIA (Add to LATIS)	0.2415	0.299	0.20125
ST LUCIA	0.6348	0.7176	0.529
LUXEMBOURG	0.1035	0.1196	0.08625
MACAU	0.6693	0.85215	0.55775
MALAYSIA	0.1311	0.16445	0.10925
Malta (Add to LATIS)	0.3588	0.46644	0.299
MEXICO	0.167785	0.18469	0.142025
MEXICO	0.167785	0.18469	0.142025
MOLDOVA (Add to LATIS)	0.48576	0.53452	0.4048
MALAYSIA	0.1518	0.19734	0.1265
NETHERLANDS	0.2346	0.2691	0.1955
NEW ZEALAND	0.1104	0.1495	0.092
NORWAY	0.2415	0.299	0.20125
Oman (Add to LATIS)	0.9591	1.196	0.79925
PANAMA	0.483	0.598	0.4025
PARAGUAY (Add to LATIS)	0.5796	0.6877	0.483
Peru	0.6624	0.805	0.552
PHILIPPINES	0.43815	0.49335	0.365125
POLAND	0.3036	0.37375	0.253
PORTUGAL	0.2691	0.31395	0.22425
Qatar (Add to LATIS)	0.828	1.0166	0.69
ROMANIA (Add to LATIS)	0.3312	0.40365	0.276
RUSSIA (Add to LATIS)	0.23391	0.2691	0.194925
SAUDI ARABIA (not offered)	1.3524	1.495	1.127
Serbia (Add to LATIS)	1.1592	1.33055	0.966
SINGAPORE	0.0966	0.115	0.0805
SLOVAKIA (Add to LATIS)	0.5313	0.64285	0.44275
SLOVENIA (Add to LATIS)	0.414	0.5382	0.345
SOUTH AFRICA	0.3312	0.4186	0.276
SPAIN	0.3588	0.4186	0.299
SWEDEN	0.2898	0.34385	0.2415
SWITZERLAND	0.207	0.2691	0.1725
TAIWAN	0.414	0.5382	0.345
TURKS/CAICOS	1.035	1.196	0.8625
THAILAND	0.4002	0.5083	0.3335
TRINIDAD/TOBAGO	0.4485	0.55315	0.37375
Turkey	0.5106	0.58305	0.4255
UKRAINE (Add To LATIS)	0.552	0.67275	0.46
UNITED ARAB EMIRATES	0.4692	0.55315	0.391
UNITED KINGDOM	0.1104	0.13455	0.092
URUGUAY	0.4071	0.5083	0.33925
VENEZUELA	0.621	0.73255	0.5175
ST VINCENT/GRENADINE	0.621	0.7176	0.5175
VIETNAM (Add to LATIS)	0.8556	0.97175	0.713

Attachment H – Hosted Voip Pricing

Hosted Voip

Minimum 24mo term required on this product

Term	Seat Type	1-25 Seats	26-200 Seats	201+ Seats
1-yr.	Basic	\$18.00	\$16.00	\$15.00
2-yr.	Basic	\$16.00	\$14.00	\$13.00
3-yr.	Basic	\$15.00	\$13.00	\$12.00
5-yr.	Basic	\$14.00	\$12.00	\$11.00
1-yr.	Standard	\$22.00	\$20.00	\$19.00
2-yr.	Standard	\$20.00	\$18.00	\$17.00
3-yr.	Standard	\$19.00	\$17.00	\$16.00
5-yr.	Standard	\$18.00	\$16.00	\$15.00
1-yr.	Premium	\$24.00	\$22.00	\$21.00
2-yr.	Premium	\$22.00	\$20.00	\$19.00
3-yr.	Premium	\$21.00	\$19.00	\$18.00
5-yr.	Premium	\$20.00	\$18.00	\$17.00
1-yr.	Custom SIP	\$25.00	\$23.00	\$22.00
2-yr.	Custom SIP	\$23.00	\$21.00	\$20.00
3-yr.	Custom SIP	\$22.00	\$20.00	\$19.00
5-yr.	Custom SIP	\$21.00	\$19.00	\$18.00
1-yr.	Virtual	\$24.00	\$22.00	\$21.00
2-yr.	Virtual	\$22.00	\$20.00	\$19.00
3-yr.	Virtual	\$21.00	\$19.00	\$18.00
5-yr.	Virtual	\$20.00	\$18.00	\$17.00

No Discounting is allowed on phones/devices

Phone Pricing	1-yr. MRC	2-yr. MRC	3-yr. MRC	5-yr. MRC
Trio 8800	\$85.00	\$44.80	\$31.50	\$23.40
VX 450	\$24.60	\$13.70	\$9.40	\$7.00
VX D230 Base Station	\$20.00	\$10.30	\$7.00	\$5.20

Switch Pricing	1-yr. MRC	2-yr. MRC	3-yr. MRC	5-yr. MRC
Adtran 1531P	\$130.00	\$95.00	\$85.00	\$80.00
Adtran NV1560-24P	\$175.00	\$110.00	\$95.00	\$85.00
Adtran NV1560-48P	\$215.00	\$130.00	\$110.00	\$95.00

Other Features

Component	MRC	NRC
Installation NRC: Per Seat (1-yr.) ¹	N/A	\$29.00
Installation NRC: Per Seat (2-yr.) ¹	N/A	\$29.00
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	\$0.95	N/A
Voicemail Only Seat - 911 calls cannot be made from a voice mail only seat.	\$5.95	N/A
Voicemail for Hunt Groups (per Hunt Group)	\$5.95	N/A
Voicemail for Group Features (per Group Feature)	\$5.95	N/A
Voicemail Transcription	\$2.95	N/A
Auto Attendant (per Auto Attendant) ²	\$4.95	N/A
Anywhere TN(s) ³	\$4.95	N/A
Receptionist Web Console (per console) ⁴	\$19.95	N/A
Contact Center - Basic	\$0.95	N/A
Contact Center - Standard/Agent	\$3.95	N/A
Contact Center - Premium/Agent	\$6.95	N/A
Contact Center - Supervisor	\$9.95	N/A
Webex Soft Phone Only	\$0.00	N/A
Webex Basic Collaboration	\$5.95	N/A
Webex Standard Collaboration	\$9.95	N/A
Webex Premium Collaboration	\$19.95	N/A
Standard IP Failover	\$9.95	N/A
Secure SIP (Encryption)	\$2.95	N/A
Available TNs (new and ported) (per Available TN) ⁵ An available TN is an unallocated TN Customer retains in a pool for later use.	\$0.18	N/A
Call Recording - Basic	\$9.95	N/A
Call Recording - Standard	\$12.95	N/A
Call Recording - Premium	\$24.95	N/A
Basic business white page listing (MRC per listing) ⁶	\$1.95	N/A
Directory Assistance (per call)	N/A	\$1.99
International Off-Net Calls (per minute)	<p>For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date prior to 6/22/15 the follow rates apply: http://qwest.centurylink.com/legal/ildctaexp/STANDARD/v4.doc</p> <p>For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date of 6/22/15 to 10/31/19 the follow rates apply: http://www.centurylink.com/small-business/products/voip/contracts/voip_ild.xls</p> <p>For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date of 10/31/19 until 8/1/21: http://www.centurylink.com/legal/2019/VoIP_ILDRatesv1.pdf</p> <p>For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date of after 8/1/21 the follow rates apply: http://www.centurylink.com/legal/2021/VoIP_ILDRatesv1.pdf</p>	
Tech Dispatch (up to 4 hours per dispatch) ⁷	N/A	\$450
Extended Wiring NRC (per circuit) (if provided by Lumen) ⁸	N/A	\$276
PAC/VPAC (per product account) ⁹	N/A	\$15

**Webex Soft Phone Only -Direct replacement of Bus. Communicator - Voice & Video Calling only (yes, it's free now)*

**Webex Basic Collaboration - Direct replacement of Bus. Communicator - Voice/Vedeo Calling with IM & Presence*

- 1 The installation charge does not apply to Voice Mail Only nor Virtual Seats.
- 2 For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date before 9/15/21, the effective MRC Rate is \$4.95 and NRC is \$10.00.
- 3 For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date before 9/15/21, the effective MRC Rate is \$14.95 and NRC is \$10.00.
- 4 For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date before 9/15/21, the effective MRC Rate is \$21.95 and NRC is \$10.00.
- 5 For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date before 9/15/21, the effective MRC Rate is \$49.00.
- 6 The Available TN MRC applies to any TNs over the initial TNs included with the Hosted VoIP seats. For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date before 2/11/19, the effective rate is \$0.25.
- 7 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 locations only. "In-Region" means CenturyLink QC's 14-state local service territory.
- 8 A technician dispatch will support Hosted VoIP change order to add additional Seats and Devices, repair dispatch for assistance with troubleshooting or equipment swap. Technician is available for up to 4 hours per dispatch with additional dispatch charges required for engagements exceeding the 4 hour time period. Technician dispatch is not available to assist with customer provided devices, customer network (router, switch, wireless access point etc.) infrastructure or telecom closet cable plant punch down or patching.
- 9 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 charged.
- 10 Per product account means per CenturyLink IQ Networking port or primary host location.

Long Distance

Tier	Number of Hosted VoIP Seats Per Product Account Promo: PRMENTULD¹	MOU Waived/Month For That Product Account (For Domestic Outbound Off-Net LD Only)²	Domestic Off-Net LD and Domestic Inbound 8XX Per Minute Rate for Additional Minutes of Use
1	1+ Seats	Unlimited	\$0.01

- 1) If customer has both IQ SIP Sessions and Hosted VoIP Seats, then the number of IQ SIP Sessions will be used for determining the number of outbound MOU's waived.
- 2) For an Agreement or Amendment adding Hosted VoIP Service with an Effective Date before 6/15/21. CenturyLink reserves the right to withdraw this offer if use is greater than 5,000 minutes per seat eligible for long distance calling.

Switch/Router Rental MRC

	1-yr.	2-yr.	3-yr.	5-yr.
Adtran 1531P	\$130.00	\$95.00	\$85.00	\$80.00
Adtran NV1560-24P	\$175.00	\$110.00	\$95.00	\$85.00
Adtran NV1560-48P	\$215.00	\$130.00	\$110.00	\$95.00

Attachment I – Local Access Pricing

Internet Access - On-Net Only - Prices may be discounted on an individual case basis.				
Description	12 Months MRC	36 Months MRC	60 Months MRC	NRC
10Mbps	\$411.00	\$388.00	\$365.00	\$0.00
100Mbps	\$436.00	\$388.00	\$365.00	\$0.00
1000Mbps	\$920.00	\$800.00	\$784.00	\$0.00
10G rates ICB	ICB	ICB	ICB	ICB
Access Diversity	ICB	ICB	ICB	ICB

Off-Net (Leased) Access for Integrated IPVPN only				
Description	12 Months MRC	36 Months MRC	60 Months MRC	NRC
10Mbps	ICB	ICB	ICB	ICB
100Mbps	ICB	ICB	ICB	ICB
1000Mbps	ICB	ICB	ICB	ICB
10G rates ICB	ICB	ICB	ICB	ICB
Access Diversity	ICB	ICB	ICB	ICB

Attachment J – DIA Internet Pricing

Ports only - Access added separately		12 Months	24 Months	36 Months
Flat Rate	Mbps	MRC	MRC	MRC
DS-1	1.544	\$125	\$119	\$113
NxT1 3	3.00	\$181	\$172	\$163
NxT1 4.5	4.50	\$260	\$247	\$234
NxT1 6	6.00	\$329	\$312	\$296
NxT1 7.5	7.50	\$403	\$383	\$363
NxT1 9	9.00	\$468	\$444	\$421
NxT1 10.5	10.50	\$538	\$512	\$485
NxT1 12	12.00	\$615	\$584	\$554
DS-3	45.00	\$1,334	\$1,267	\$1,133
OC-3	155.00	\$2,778	\$2,639	\$2,500
OC-12	622.00	\$6,945	\$6,597	\$6,250
OC-48	2488.00	\$20,000	\$19,000	\$17,500
Ethernet	10.00	\$215	\$185	\$155
Fast Ethernet	100.00	\$400	\$380	\$360
1 Gigabit Ethernet	1000.00	\$1,200	\$1,140	\$1,080
10 Gigabit Ethernet	10000.00	\$5,834	\$5,542	\$5,250
100 Gigabit Ethernet	100000.00	ICB	ICB	ICB

Tiered Ethernet (10M)	Max	MRC	MRC	MRC
1 Mbps	1.00	\$162	\$145	\$131
2 Mbps	2.00	\$176	\$158	\$135
3 Mbps	3.00	\$182	\$163	\$139
4 Mbps	4.00	\$184	\$166	\$141
5 Mbps	5.00	\$187	\$168	\$143
6 Mbps	6.00	\$195	\$170	\$144
7 Mbps	7.00	\$198	\$173	\$147
8 Mbps	8.00	\$202	\$175	\$149
9 Mbps	9.00	\$204	\$177	\$151
10 Mbps	10.00	\$215	\$185	\$155
Tiered Fast Ethernet (100 Max		MRC	MRC	MRC
10 Mbps	10.00	\$215	\$185	\$155
20 Mbps	20.00	\$249	\$237	\$224
30 Mbps	30.00	\$284	\$270	\$256
40 Mbps	40.00	\$309	\$294	\$278
50 Mbps	50.00	\$334	\$317	\$300
60 Mbps	60.00	\$347	\$330	\$312
70 Mbps	70.00	\$362	\$345	\$326
80 Mbps	80.00	\$377	\$358	\$339
90 Mbps	90.00	\$390	\$370	\$351
100 Mbps	100.00	\$400	\$380	\$360

Tiered 1 Gigabit Ethernet		Max	MRC	MRC	MRC
100 Mbps		100.00	\$400	\$380	\$360
200 Mbps		200.00	\$567	\$538	\$510
300 Mbps		300.00	\$684	\$650	\$616
400 Mbps		400.00	\$786	\$746	\$707
500 Mbps		500.00	\$889	\$845	\$800
600 Mbps		600.00	\$955	\$907	\$859
700 Mbps		700.00	\$1,027	\$975	\$924
800 Mbps		800.00	\$1,095	\$1,041	\$986
900 Mbps		900.00	\$1,160	\$1,102	\$1,044
1000 Mbps		1000.00	\$1,200	\$1,140	\$1,080
Tiered 10 Gigabit Ethernet		Max	MRC	MRC	MRC
1000 Mbps		1000.00	\$1,200	\$1,140	\$1,080
2000 Mbps		2000.00	\$2,000	\$1,900	\$1,800
3000 Mbps		3000.00	\$2,720	\$2,584	\$2,448
4000 Mbps		4000.00	\$3,378	\$3,209	\$3,040
5000 Mbps		5000.00	\$4,000	\$3,800	\$3,600
6000 Mbps		6000.00	\$4,560	\$4,332	\$4,104
7000 Mbps		7000.00	\$5,134	\$4,877	\$4,620
8000 Mbps		8000.00	\$5,654	\$5,371	\$5,088
9000 Mbps		9000.00	\$6,160	\$5,852	\$5,544
10000 Mbps		10000.00	\$6,667	\$6,334	\$6,000
Tiered 100 Gigabit Ethernet		Max	MRC	MRC	MRC
10000 Mbps		10000.00	\$6,667	\$6,334	\$6,000
20000 Mbps		20000.00	\$13,200	\$12,540	\$11,880
30000 Mbps		30000.00	\$18,000	\$17,100	\$16,200
40000 Mbps		40000.00	ICB	ICB	ICB
50000 Mbps		50000.00	ICB	ICB	ICB
60000 Mbps		60000.00	ICB	ICB	ICB
70000 Mbps		70000.00	ICB	ICB	ICB
80000 Mbps		80000.00	ICB	ICB	ICB
90000 Mbps		90000.00	ICB	ICB	ICB
100000 Mbps		100000.00	ICB	ICB	ICB

Attachment K – IPVPN Private Pricing

Ports only - Access added separately		12 Months	24 Months	36 Months
Flat Rate	CDR	MRC	MRC	MRC
DS-1	1.544	\$128	\$122	\$116
NxT1 3	3.00	\$199	\$190	\$179
NxT1 4.5	4.50	\$310	\$294	\$278
NxT1 6	6.00	\$345	\$329	\$312
NxT1 7.5	7.50	\$423	\$402	\$381
NxT1 9	9.00	\$497	\$471	\$447
NxT1 10.5	10.50	\$592	\$563	\$534
NxT1 12	12.00	\$677	\$642	\$609
DS-3	45.00	\$1,467	\$1,394	\$1,246
OC-3	155.00	\$3,056	\$2,903	\$2,750
OC-12	622.00	\$7,640	\$7,257	\$6,875
OC-48	2488.00	\$22,000	\$20,900	\$19,250
Ethernet	10.00	\$222	\$210	\$199
Fast Ethernet	100.00	\$440	\$418	\$396
1 Gigabit Ethernet	1000.00	\$1,320	\$1,254	\$1,188
10 Gigabit Ethernet	10000.00	\$7,360	\$6,992	\$6,624
100 Gigabit Ethernet	100000.00	ICB	ICB	ICB

Tiered Ethernet (10M)		CDR			
1 Mbps	1.00		\$237	\$204	\$137
2 Mbps	2.00		\$183	\$165	\$140
3 Mbps	3.00		\$188	\$170	\$147
4 Mbps	4.00		\$193	\$175	\$153
5 Mbps	5.00		\$199	\$180	\$159
6 Mbps	6.00		\$204	\$184	\$165
7 Mbps	7.00		\$209	\$190	\$173
8 Mbps	8.00		\$213	\$196	\$182
9 Mbps	9.00		\$218	\$201	\$190
10 Mbps	10.00		\$222	\$210	\$199

Tiered Fast Ethernet (100 CDR)		CDR			
10 Mbps	10.00		\$222	\$210	\$199
20 Mbps	20.00		\$274	\$260	\$246
30 Mbps	30.00		\$312	\$297	\$282
40 Mbps	40.00		\$340	\$323	\$305
50 Mbps	50.00		\$367	\$348	\$330
60 Mbps	60.00		\$382	\$363	\$343
70 Mbps	70.00		\$399	\$379	\$359
80 Mbps	80.00		\$414	\$393	\$373
90 Mbps	90.00		\$429	\$407	\$386
100 Mbps	100.00		\$440	\$418	\$396

Tiered 1 Gigabit Ethernet CDR				
100 Mbps	100.00	\$440	\$418	\$396
200 Mbps	200.00	\$567	\$538	\$510
300 Mbps	300.00	\$752	\$715	\$678
400 Mbps	400.00	\$864	\$821	\$778
500 Mbps	500.00	\$978	\$929	\$880
600 Mbps	600.00	\$1,051	\$998	\$945
700 Mbps	700.00	\$1,130	\$1,073	\$1,016
800 Mbps	800.00	\$1,205	\$1,145	\$1,084
900 Mbps	900.00	\$1,276	\$1,213	\$1,148
1000 Mbps	1000.00	\$1,320	\$1,254	\$1,188
Tiered 10 Gigabit Ethernet CDR				
1000 Mbps	1000.00	\$1,320	\$1,254	\$1,188
2000 Mbps	2000.00	\$2,200	\$2,090	\$1,980
3000 Mbps	3000.00	\$2,992	\$2,842	\$2,693
4000 Mbps	4000.00	\$3,715	\$3,530	\$3,344
5000 Mbps	5000.00	\$4,400	\$4,180	\$3,960
6000 Mbps	6000.00	\$5,016	\$4,765	\$4,514
7000 Mbps	7000.00	\$5,647	\$5,364	\$5,082
8000 Mbps	8000.00	\$6,219	\$5,908	\$5,597
9000 Mbps	9000.00	\$6,776	\$6,437	\$6,098
10000 Mbps	10000.00	\$7,360	\$6,992	\$6,624
Tiered 100 Gigabit Ethernet				
	Max	MRC	MRC	MRC
10000 Mbps	10000.00	\$7,360	\$6,992	\$6,624
20000 Mbps	20000.00	\$14,520	\$13,794	\$13,068
30000 Mbps	30000.00	\$19,800	\$18,810	\$17,820
40000 Mbps	40000.00	ICB	ICB	ICB
50000 Mbps	50000.00	ICB	ICB	ICB
60000 Mbps	60000.00	ICB	ICB	ICB
70000 Mbps	70000.00	ICB	ICB	ICB
80000 Mbps	80000.00	ICB	ICB	ICB
90000 Mbps	90000.00	ICB	ICB	ICB
100000 Mbps	100000.00	ICB	ICB	ICB

Attachment L – Voice Complete Pricing

Voice Complete Pricing:

Concurrent Call Pathway	MRC per CCP	
CCP Plan 1	\$8.00	Plan 1 includes United States Local Calling
CCP Plan 2	\$30.00	Plan 2 includes Local and National Calling in the United States, the UK and France.
CCP Plan 3	\$37.00	Plan 3 includes Local and National Calling in the United States, the UK, France and Germany.
CCP Plan 4	\$41.00	Plan 4 includes Local and National Calling in the United States, the UK, France, Germany and the Netherlands.
CCP Plan 5	\$90.00	Plan 5 includes Local and National Calling in the United States, the UK, France, Germany, the Netherlands and Belgium as well as UK Mobile: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone.
Measured	\$8.00	Measured: Every call is rated.

Price includes 5,000 minutes per CCP

Attachment M – SD WAN Pricing

Software-Defined WAN Service ("SD-WAN") is a management overlay that uses software, deployed on a Level-3-provided CPE appliance at Customer's location ("SD-WAN Device"), enabling Customer to build a homogeneous private network through different types of network connections.

US Domestic prices only	12 Months	24 Months	36 Months	
	MRC	MRC	MRC	NRC
SD WAN Premium [Versa 110]	\$209	\$202	\$194	\$200.00
Security add-on	\$38	\$38	\$38	
CPE upgrade - Medium [Versa 520]	\$34	\$30	\$26	
CPE upgrade - Large [Versa 810]	\$300	\$225	\$150	
CPE upgrade - Extra-Large [Versa 1000]	\$1,030	\$580	\$400	
On Site Maintenance	\$38	\$38	\$38	
On Site Install NRC				\$500.00
Time and Materials NRC				\$500.00 or ICB

High Availability: HA is a 2nd SDWAN device at the same location – they don't have to be the same configuration. The lower priced package gets a 25% discount off the total.

**Premium NRC can be waived*

Network connectivity is charged separately

***On Site Install NRC can be amortized over term or waived for self-install*

Attachment N Cloud Dynamic Connections Pricing

Dynamic Connections Ethernet			
Bandwidth (Mbps)	Hourly if <240 Hours	Hourly if >240 Hours	Flat Monthly Rate
10	\$0.44	\$0.15	\$102.60
20	\$0.60	\$0.20	\$136.80
50	\$1.05	\$0.35	\$239.40
100	\$1.77	\$0.59	\$403.56
200	\$2.16	\$0.72	\$492.48
300	\$2.80	\$0.93	\$638.24
400	\$3.32	\$1.11	\$757.16
500	\$3.77	\$1.26	\$860.08
1000	\$4.41	\$1.47	\$1,005.00
2000	\$4.45	\$1.48	\$1,014.58
3000	\$4.52	\$1.51	\$1,030.06

Attachment O – Contractor’s Service Level Agreement

Updated: August 29, 2022

“Lumen” is defined for purposes of this Service Level Agreement as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services subject to this Service Level Agreement. This Service Level Agreement applies when Customer orders Lumen service(s) listed as Qualifying Services in Table 1.1. Customer’s sole remedies for any nonperformance, outages, failures to deliver or defects in Qualifying Services are contained in the Service Levels applicable to the Affected Service. Terms used but not defined in this Service Level Agreement will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretation of this Service Level Agreement. This Service Level Agreement is subject to change. If Lumen changes this Service Level Agreement and the change is material and detrimental, Customer may receive the last version of the Service Level Agreement in effect before the change.

1. Availability Tiers

Lumen offers Service Availability Service Levels for Qualifying Services based on the following Availability Tiers. The Availability Tiers only apply to the Service Availability Service Level in this Service Level Agreement and do not relate in any way to any tiers in other service level agreements.

Table 1.1

Availability Tier	Qualifying Services
BRONZE	<ul style="list-style-type: none"> • Unprotected Wavelength Service • Off-Net Unprotected EPL Service within North America • On-Net Unprotected EPL Service within North America*, Europe, Latin America** and Service that includes subsea cable
SILVER	<ul style="list-style-type: none"> • Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America and Asia-Pacific, and Service that includes subsea cable, • Off-Net Internet Services outside North America (“Silver Internet”), • Off-Net MPLS (IPVPN and VPLS) Services outside North America (“Silver MPLS (IPVPN and VPLS)”) • Standalone Managed Service • Standalone Edge Gateway Service • Broadband Internet Access with Backup Cellular Internet Access • Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or • Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access****
GOLD	<ul style="list-style-type: none"> • Protected Wavelength Service • On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America and Asia-Pacific, and Service that includes subsea cable, • Off-Net Internet Services in North America and all On-Net Internet Services regardless of the global region (collectively “Gold Internet”), • Off-Net MPLS (IPVPN and VPLS) Services in North America and all On-Net MPLS (IPVPN and VPLS) Services regardless of the global region (collectively “Gold MPLS (IPVPN and VPLS)”) • Gold Internet with Broadband Internet Access or Backup Cellular Internet Access****

	<ul style="list-style-type: none"> • Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • Dynamic Connections – IPVPN, or • Managed Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Managed Service at a Site, or • Edge Gateway Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Edge Gateway Service at a Site
PLATINUM	<ul style="list-style-type: none"> • On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America, • On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, • eLynk, or • Dynamic Connections – Ethernet
PLATINUM MANAGED SERVICE***	<ul style="list-style-type: none"> • High Availability Managed Services

* Any references to North America mean the United States and Canada.

** Any references to Latin America include Mexico.

*** Lumen SD-WAN with Cisco Meraki is not eligible for the Platinum Managed Service Tier.

**** The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

2. Service Availability Service Level

If a Qualifying Service experiences Service Unavailability, Customer is entitled to a credit as a percentage of the MRCs or BCCs, as applicable, for the Affected Service as set forth in Table 2.1.

If Customer purchases Managed Services or Edge Gateway Service and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS) or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS) or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service or Edge Gateway Service, the Service Tier that the Managed Service or Edge Gateway Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies. When any nonperformance, outages, failures to deliver or defect in the Service occur due to a Lumen Managed Service hosted on the Edge Gateway, the applicable Managed Services Service tier will apply in lieu of the Edge Gateway Service tier.

Lumen does not provide any Service Level credits for Service Unavailability for Standalone Broadband Internet Access, Primary Cellular Internet Access, or Temporary Primary Transport. Lumen also does not provide any Service Level credits for Off-Net Unprotected EPL outside North America, Third Party Internet Service or Third Party Wavelength Service.

Table 2.1

Availability Tier	Service Availability	Availability Service Credit (in hrs:mins:secs)
PLATINUM MANAGED SERVICE	100%	00:00:01 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
PLATINUM	99.999%	00:00:44 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
GOLD	99.99%	00:04:33 – 00:43:00 = 10% 00:43:01 – 04:00:00 = 20% 04:00:01 – 08:00:00 = 30% 08:00:01 – 12:00:00 = 40% 12:00:01 – 20:00:00 = 50%

		20:00:01 or greater = 100%
SILVER	99.9%	00:43:21 – 04:00:00 = 10% 04:00:01 – 8:00:00 = 20% 08:00:01 – 12:00:00 = 30% 12:00:01 – 16:00:00 = 40% 16:00:01 – 24:00:00 = 50% 24:00:01 or greater = 100%
BRONZE	99.5%	03:36:01 – 10:00:00 = 10% 10:00:01 – 14:00:00 = 20% 14:00:01 – 18:00:00 = 30% 18:00:01 – 22:00:00 = 40% 22:00:01 – 26:00:00 = 50% 26:00:01 or greater = 100%

3. Delivery Service Level

Lumen will exercise commercially reasonable efforts to deliver (i) a Managed Service, Edge Gateway Service or Network Service except for Dynamic Connections-IPVPN, Dynamic Connections-Ethernet or Lumen SASE Solutions on or before the Customer Commit Date specified for the Service, (ii) a Dynamic Connections-IPVPN or Dynamic Connections-Ethernet Service within 24 hours of Lumen’s receipt of Customer’s Order or request for circuit connection, (iii) a Lumen SASE Solutions software license within 24 hours of the SASE Order Confirmation Notice, or (iv) Lumen SASE equipment within 15 business days of Customers completion of technical data gathering. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1, Table 3.2.1, or Table 3.3.1. If Customer’s Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Delivery Service Level. Instead, this Delivery Service Level is Customer’s sole remedy for delayed installation of the Service. This Delivery Service Level does not apply to Enterprise Access Services.

3.1 Delivery Service Level for Edge Gateway Service, all Managed Services and Network Services except for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet and Lumen SASE Solutions.

Table 3.1.1

Business Days Beyond Customer Commit Date	Service Level Credit of Affected Service MRC
1-5	10%
6-11	20%
12-17	30%
18-23	40%
24-30	50%
Greater than 30	100%

3.2 Delivery Service Level for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet.

To be eligible for this Delivery Service Level, the affected instance of Dynamic Connections-IPVPN or Dynamic Connections- Ethernet must be active for at least 1 hour for hourly service, or 48 hours for monthly service.

Table 3.2.1

Hours After Lumen’s Receipt of Customer’s Order or Request for Circuit Connection	Service Level Credit of Affected Service MRC or BCC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

3.3 Delivery Service Level for Lumen SASE Solutions.

3.3.1 Table 3.3.1 SASE Software License

Hours After Order Confirmation Notice	Service Level Credit of Software License MRC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%

Greater than 54	100%
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3.3.2 SASE Equipment

If SASE Equipment is not delivered within 15 business days of Customer's completion of technical data gathering information, Customer will be entitled to a Service Level Credit of 100% of the SASE Equipment MRC for each 30 calendar day period until Lumen delivers equipment.

4. Performance Service Level

Lumen offers the following Performance Service Levels on Lumen provided Network Services, with the exception of Fiber+ Internet and Wavelength Service. No Performance Service Levels apply for Fiber+ Internet or Wavelength Service.

4.1 Packet Delivery, Latency and Jitter Service Levels - POP to POP. Lumen's service levels for Packet Delivery, Latency, or Jitter are set forth below in Tables 4.1.1, 4.1.2, and 4.1.3. Internet Service is not eligible for the Jitter Service Level in 4.1.1. For the Latency and Jitter calculations in Table 4.1.1 and Packet Delivery calculations in Table 4.2, targets are averaged monthly metrics between all Lumen designated points of presence ("POPs") in a given region.

Table 4.1.1 Regional Two Way Latency and Jitter for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN eLynk and Internet Services except for Fiber+ Internet.*

Regions	Latency	Jitter
Intra-North America**	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra-United Kingdom****	<25ms	<3ms
Intra-Asia***	<110ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)****	<150ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)****	<270ms	<3ms
Trans-Pacific (Sydney – Tokyo)****	<200ms	<3ms
Europe to Asia^	<345ms	<3ms

* Internet Service is not eligible for the Jitter Service Level.

** Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

*** 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.

**** Region is not available for Internet Service.

^Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

Table 4.1.2 POP to POP Service Levels for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For Dynamic Connections IPVPN, only Basic Class of Service Pop to Pop metrics apply.

POP to POP Service Levels				
Region		Class of Service		
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms

Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms

*Appendix 1 sets forth the “City Pair” monthly average two-way latency in the POP to POP two-way Latency Service Level matrix. For city pairs that are not listed in Appendix 1, the regional metrics apply per Table 4.1.1. Regional metric calculations are averaged monthly between all Lumen POPs in a given region.

Table 4.1.3 Packet Delivery Service Level for Internet Services except for Fiber+ Internet

Region	Packet Delivery
Global	99.95%

4.2 Packet Delivery, Latency and Jitter Service Levels (“End to End Service Level”). Internet Service and EPL do not qualify for this End to End Service Level. End to End Service Levels apply only to sites where Customer has ordered enhanced reporting for E-Line, E-LAN, E-Access, eLynk, IPVPN, and VPLS. For sites with DSL, microwave or satellite access, End to End packet delivery, jitter, and latency service levels do not apply. To calculate an end to end two-way Latency Service Level, the loop factor table applies per Table 4.2.2. For End-to-End Service Levels, the measurement of Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer’s total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. All measurements are based on the average of the metrics for that calendar month.

Table 4.2.1 End-to-End Service Levels

Service Specific End-to-End Network (CE to CE) Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.50%	99.00%	99.00%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<6ms	<6ms	<6ms

Table 4.2.2 below provides Latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table 4.2.1 for Customer sites located within the mileage bands indicated in Table 4.2.2. For T1 and bonded NxT1 transport circuits, an additional 12 ms will be added to the values in Table 4.2.1.

Table 4.2.2 Loop Factor Latency Table

PE to CE Loop factor Latency Table			
0-10 miles	+3ms	401-600 miles	+40ms
11-50 miles	+6ms	601-800 miles	+50ms
51-100 miles	+10ms	801-1000 miles	+60ms
101-200 miles	+15ms	1001-1200 miles	+80ms
201-400	+30ms	1201+ miles	ICB

miles			
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4.3 Packet Delivery, Latency and Jitter Service Levels Credits. Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

Table 4.3.1

Service Level Credits	
Performance Metric	Service Level Credit
Packet Delivery	99.99% 99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50%
	99.95% 99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50%
	99.90% 99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50%
	99.80% 99.79% to 98.80% = 10% 98.79% to 97.80% = 30% Below 97.80 = 50%
	99.50% 99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50%
	99.00% 98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
Latency	1-10ms = 10% 11-25ms = 30% >25ms = 50%
Jitter	>2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%

5. Managed Services and Edge Gateway Service Service Level

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services and Edge Gateway Service.

5.1 Change Management Service Level. Lumen will implement Soft Change Requests received by Lumen prior to 6 P.M. local time on a Business Day, by the close of the following Business Day unless Customer schedules a later implementation date. All such change requests must be made through the Lumen web-based portal or by dialing the applicable support number provided to Customer during provisioning. As Hard Change Requests require a Change Order, this Service Level does not apply to Hard Change Requests. Instead, the Delivery Service Level applies to Hard Change Requests. This Service Level does not apply during the first 30 days following the Service Commencement Date. If Lumen does not meet this Service Level, Customer will be entitled to the following service credit. This Change Management Service Level does not apply to Edge Gateway Service. This Change Management Service Level does not apply to Self-Managed Lumen SASE Service.

Table 5.1.1

Business Days to Implement Soft Configuration	Service Level Credit of Managed Service MRC
---	---

Change from Time Request is Received or Customer Scheduled Date	
2	10%
3	20%
4	30%
5	40%
Greater than 5	50%

5.2 Notification Service Level. Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, or Self-Managed SASE Service.

Table 5.2.1

Number of Missed Notifications in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

5.3 Response Time Service Level. Lumen continuously monitors all Managed Devices and provides on-site maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. “problem dispatch”). Lumen will begin remotely working to resolve the issue within the response times listed in Table 5.3.1. Prior to Lumen’s response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, or Self-Managed Lumen SASE Service.

Table 5.3.1

Managed Service	Response Time
Managed Network Service and Edge Gateway Service	Within 4 hours of Customer’s response to the initial Critical Incident notification
Lumen SD-WAN Service with Versa Networks and Lumen SD-WAN Service with Cisco Meraki and Lumen SASE Solutions with Pro-Managed Service	Within 4 hours of (i) Customer’s response to the initial Incident notification or (ii) Lumen’s detection if it is a Critical Incident

If Lumen does not meet this Response Time Service Level, Customer will be entitled the following service credits.

Table 5.3.2

Number of Missed Response Time(s) in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

5.4 Time To Resolve (TTR). Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 5.3. This Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Time To Resolve Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, or Self-Managed Lumen SASE Service.

Table 5.4.1 Time To Resolve Service Level

Severity Level	Description	Service Level
High	Service available but is experiencing an issue that has caused essential functionality to be significantly impaired	Less than 4 hours

Medium	Service degraded performance or functionality	Less than 12 hours
Low	Intermittent Service issues	Less than 24 hours

Table 5.4.2 Time To Resolve Service Level Credits High Severity

Service Impacted Hours	Service Level Credit of Managed Service MRC
4:00-6:00	10%
6:01-8:00	20%
8:01-10:00	30%
10:01-12:00	40%
Greater than 12:00	50%

Table 5.4.3 Time To Resolve Service Level Credits Medium Severity

Service Impacted Hours	Service Level Credit of Managed Service MRC
12:00-16:00	10%
16:01-20:00	20%
20:01-24:00	30%
24:01-28:00	40%
Greater than 28:00	50%

Table 5.4.4 Time to Resolve Service Level Credits Low Severity

Service Impacted	Service Level Credit of Managed Service MRC
24:00-30:00	10%
30:01-36:00	20%
36:01-42:00	30%
42:01-48:00	40%
Greater than 48:00	50%

5.5 Managed Device Replacement Service Level. If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. "problem dispatch"), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. The Lumen Zone List can be found at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer's failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. 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.

Table 5.5.1

Zone	Managed Device Replacement Service Level
Zone 0*	24x7x4
Zone 1	8x5 NBD
Zone 2	Within 5 Business Days
Zone 3	Within 10 Business Days

* If Managed Service is Managed Network Service and Customer has purchased 24x7x4 device maintenance, the replacement CPE device will arrive at the Customer site within 4 hours. This repair and replacement coverage is 24 hours per day, 7 days per week. This repair and replacement option is not available for purchase in all regions.

If Lumen does not meet this Service Level, Customer will be entitled the following service credits:

Table 5.5.2

Business Days Beyond Service Level	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Managed Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit. Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen will notify Customer of its inability to restore that Managed Device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense.

6. Chronic Outage Service Level

As its sole remedy, Customer may elect to terminate an Affected Service, or an Affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage the Affected Services or an Affected Converged Service experiences a Chronic Outage. Chronic Outage is defined as follows:

- For a Wavelength, Unprotected EPL, E-Line, E-Access, or E-LAN Service (excluding any Wavelength or Unprotected EPL Service provided in Latin America) when Service experiences Service Unavailability for more than 12 consecutive hours in each of three consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month.
- For an affected EVPL Service, Protected EPL, E-Line, E-Access, or E-LAN Service (excluding any Protected EPL Service provided in Latin America), MPLS (IPVPN or VPLS), Internet Service, Edge Gateway Service, or Managed Service, when Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order. Customer is responsible for all Service charges until the termination date. If Customer fails to notify Lumen in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Dynamic Connections-Ethernet, or Dynamic Connections-IPVPN.

7. Credit Request Process

Unless otherwise set forth in the Agreement, Customer must notify Lumen of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the Affected Service.

8. Limitations

In no event will Service Level credits in any calendar month exceed 100% of the total MRC or BCC for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Managed Service Service Levels do not apply during the first 3 days following the Service Commencement Date or, if Lumen SASE Service, the Service Ready Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Lumen, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC or BCC for each day the Service did not function properly.

9. Definitions

"Affected Service" is defined as the Qualifying Service at a specific service location that does not meet a service level defined in this Service Level Agreement.

"Backup Cellular Internet Access" is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

"Broadband Internet Access" is defined as Lumen procured third-party provided unsecured local internet broadband service and 24x7 monitoring and management of the broadband service.

"Business Day" is defined as Monday through Friday excluding all banking, U.S. holidays, and national or local holidays applicable to Customer's service location.

"Business Hours" is defined as 8:00 am to 5:00 pm in the time zone where the Affected Service is located.

"Billing Cycle Charges" or "BCC" is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to

Dynamic Connections- Ethernet and Dynamic Connections-IPVPN Service billed on an hourly basis instead of a monthly recurring charge.

“Cellular Internet Access” is defined as a Lumen procured third party provided machine to machine wireless communication service for the receipt and transmission of data, information or messages.

“City Pair” is defined as the “City Pair” monthly average Service Level matrix set forth in Appendix 1. Appendix 1 is available upon request.

“Converged Service” is defined as Internet Services bundled with Enterprise Voice SIP Based Services or MPLS (IPVPN or VPLS) Services bundled with either Internet Services or Enterprise Voice SIP Based Services.

“CPE” is defined as Customer premises equipment.

“Critical Incident” is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

“Customer Commit Date” is defined as the date by which Lumen will install Service. If Customer’s service installation is delayed due to an Excluded Delay, Lumen will provide Customer with a revised Customer Commit Date.

“Edge Gateway Service” is defined as Lumen Edge Gateway Services, which may also be called “Adaptive Virtual Services Premises-Lumen Edge Gateway” or “Adaptive Virtual Services Premises” on ordering, invoicing, or other documentation.

“Enterprise Access Service” is defined as Broadband Internet Access Service or Cellular Internet Access Service.

“Excluded Delay” is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information (b) Lumen’s lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Lumen, (e) Customer not being ready to receive Service (f) Customer’s failure to timely provide complete configuration information (g) Customer’s failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this Service Level Agreement (h) unforeseen circumstances such as construction, build requirements, shipping delays, or material/equipment shortage (i) for off-net service, delays caused by Lumen’s third party providers or (j) force majeure events.

“Excused Outage” is defined as any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen’s lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen’s termination of Service for cause or Customer’s use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer; (i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuration; (k) Customer’s failure to comply with any environmental requirements provided by Lumen or (l) force majeure events.

“Hard Change Request” is defined as any service request that impacts the pricing of the Service. Hard Change Requests require Customer to execute a change Order.

“High Availability Managed Service” is defined as two Managed Service packages each with active transport (Lumen or Customer provided) at the same site or same Customer provided cloud environment configured to create a failover design.

“Jitter” is defined as the measurement of the interpacket delay variance and packet loss in the Lumen IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

“Incident” is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

“Internet Service” is defined as Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Hyper Internet, CenturyLink IQ Networking Internet Port, or Fiber+ Internet.

“Latency” is defined as the monthly average time it takes for a IP test packet to travel round trip across the relevant portion of the Lumen Network calculated as:

Monthly Core Network Latency = Sum of daily Average Latency calculations for a given month

Total number of days in a month

“Managed Device” is defined as an eligible CPE device managed as part of a Managed Service.

“Managed Service” is defined as Lumen SD-WAN with Versa Networks, Lumen SD-WAN with Cisco Meraki, Managed Network Service, or Lumen SASE Solutions.

“MPLS (IPVPN and VPLS) Service” is defined as IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Virtual Private Network, Hyper IPVPN or IP Solutions Private Port.

“Network Service” is defined as Internet Service, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For clarity, the Ethernet services that do not meet the definition of Qualifying Service are not eligible for this Service Level Agreement.

“Off-Net” is defined as local access Service not provided on the Lumen owned and operated network.

“On-Net” is defined as local access Service provided on the Lumen owned and operated network.

“Packet Delivery” means the monthly average percentage of packets that are delivered over the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Packet Delivery} = \frac{\text{Sum of daily Average Packet Delivery calculations for a given month}}{\text{Total number of days in a month}}$$

“Primary Cellular Internet Access” is defined as Cellular Internet Access without any other Lumen provided access method at Customer’s site. Primary CIA may appear as Enterprise Wireless Access Service (“EWAS”) on ordering invoicing or other documentation.

“Protected Wavelength Service” means Wavelength Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

“Qualifying Service” is defined as the Services listed in Table 1.1. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

“Resolution” means Lumen has determined the Managed Device(s) reporting the event has been returned to fully operational status and has been determined to be operating within expected limits.

“Service Commencement Date” is defined as the date Service is installed and billing commences.

“Service Unavailability” is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport. For Protected Wavelengths, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the primary and failover path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

“Service Ready Date” is defined as the date Lumen notifies Customer that the Lumen SASE Solutions service is ready for activation.

“Soft Change Request” is defined as any software change that involves network features or system parameters and requires no onsite visit or physical modification. Soft Change Requests do not (a) include service additions or deletions, (b) addition or removal of security gateway services (c) design impacting changes such as changes to the virtual service chain, if applicable (d) configuration change requests that impact more than 5 Managed Devices or (e) any items that are considered the Customer’s responsibility, including but not limited to, user and group configurations.

“Standalone Edge Gateway Service” is defined as a single instance of Edge Gateway Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Managed Service” is defined as a single instance of Managed Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Broadband Internet Access” is defined as a single instance of Broadband Internet Access not combined with Backup Cellular Internet Access, Internet Service, or MPLS (IPVPN and VPLS) Service at a specific Service location.

“Temporary Primary Transport” is defined as Cellular Internet Access used as temporary primary transport only until either the actual primary transport (“Primary Transport”) is available at the Customer premises or 180 calendar days from the date Cellular Internet Access is available for use, whichever is earlier.

“Third Party Internet Service” is defined as Internet Service provided entirely by Lumen’s third party subcontractor(s). For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network. Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible.

“Third Party Wavelength Service” is defined as a Wavelength Service provided entirely by Lumen’s third party subcontractor(s). For this service, Lumen will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Lumen by the applicable third party carrier.

“Unprotected Wavelength Service” means Wavelength Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

Attachment P – Service Schedules

ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)

1. General. This Service Schedule is applicable only where Customer orders Ethernet Line Service (E-Line), Ethernet LAN Service (E-LAN), Ethernet Access Service (E-Access), Ethernet Private Line (EPL), or Ethernet Virtual Private Line (EVPL) Service (the “Service(s)”). “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Agreement. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay all charges for the Service. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Ethernet Line Service (E-Line). E-Line is a point-to-point Ethernet service that can traverse between any two UNIs. E-Line can be configured as a virtual private service called E-Line EVPL or a private service called E-Line EPL. In a VLAN aware configuration E-Line EVPL can be used as a hub and spoke architecture. It can be ordered in various bandwidth increments and specific E-Line EVC Types. The E-Line product is Metro Ethernet Forum (MEF) Carrier Ethernet (CE) 2.0 certified for both E-Line EVPL and E-Line EPL. E-Line is available with Single-CoS.

2.2 Ethernet LAN Service (E-LAN). E-LAN is a fully meshed multipoint-to-multipoint circuit between two to 50 UNIs connected by an E-LAN EVC. E-LAN can be configured as a virtual private service called EVP-LAN or a private service called EP-LAN. E-LAN EVC endpoints participate within the E-LAN Service and can be ordered in various bandwidth increments and specific E-LAN EVC Types. The E-LAN product is MEF Carrier Ethernet (CE) 2.0 certified for both EVP-LAN and EP-LAN. E-LAN is available with Single or Multi-CoS.

2.3 Ethernet Access Service (E-Access). E-Access is a point-to-point or point-to-multipoint carrier Ethernet service connecting ENNIs and W-UNIs with OVCs. E-Access can be configured as a virtual private service called E-Access EVPL or a private service called E-Access EPL. E-Access can be ordered in various bandwidth increments and specific E-Access OVC Types. The E-Access product is MEF Carrier Ethernet (CE) 2.0 certified for both E-Access EVPL and E-Access EPL. E-Access is available with Single-CoS.

2.4 Ethernet Private Line (EPL). Port-based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market. Intercity EPL Service is between two markets. EPL is offered in a Protected or Unprotected configuration.

2.5 Ethernet Virtual Private Line (EVPL). Point-to-point circuits that deliver a lower degree of transparency for service frames but can be ordered as a VLAN aware or as a bundled configuration. EVPL is made up of at least two UNIs and at least one EVC. In the

VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately. EVPL is available with Single-CoS.

2.6 Add-On Services and Features. As an optional Service feature available on EVPL, Customer may (at additional cost) subscribe to Performance Assurance that provides Customer with enhanced latency, data delivery, and jitter service levels, and additional reporting and monitoring capabilities. Performance Assurance is described in the separate Addendum for Performance Assurance Services.

2.7. Services from Others. Where Service is terminated Off-Net, Customer will provide Lumen with circuit facility assignment, firm order commitment and the design layout records necessary for Lumen to make cross-connections to the Off-Net carrier. Lumen's charges assume that Off-Net service: (a) will be available from Lumen's selected provider and (b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net component or, in the case of MPOE extensions, for inside wiring provided by Lumen. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

2.8. Service Levels. Service is subject to the Lumen Service Level Agreement pursuant to Attachment O of the Agreement.

3. Definitions. The following terms are defined for the purposes of this Service Schedule:

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

Customer Commit Date - The date by which Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of a Customer Order.

End-to-end or E2E, and includes the On-Net and Off-Net access components of Services taken together.

Ethernet Virtual Connection (EVC) - Logical Ethernet service between two or more UNIs that limits the exchange of Service Frames to UNIs in the EVC.

EVC/OVC Type - a more specific configuration description of the Ethernet Service. E-Line and E-Access are available as Ethernet Virtual Private Line (EVPL) or Ethernet Private Line (EPL); E-LAN is available as Ethernet Virtual Private LAN (EVP-LAN) or Ethernet Private LAN (EP-LAN).

External Network-to-Network Interface (ENNI) - A resilient access point directly into the Lumen National Ethernet core from which next generation Ethernet products may be ordered and terminated. The ENNI is an aggregated Ethernet port where many segregated service instances are collected together for switching between two Ethernet networks and may be ordered with a single or dual handoff.

On-Net - Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment. Services that are not On-Net are "Off-Net".

Operator Virtual Connection (OVC) – Logical Ethernet service between Wholesale UNIs and ENNIs, where at least one end is an ENNI, which limits the exchange of Service Frames to UNIs/ENNIs in the OVC. Available only with E-Access.

Protected - Any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected."

Unavailable/Unavailability - Ethernet port (or the Service directly associated with such port) downtime.

User Network Interface (UNI) / Wholesale User Network Interface (W-UNI) - The physical interconnect at the Customer Metro Edge which may be ordered as a transparent or multiplexed interface.

Virtual LAN (VLAN) - A logical separation of network elements.

LUMEN SERVICE SCHEDULES AND EXHIBITS
LUMEN WAVELENGTH LEASE SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Intercity Wavelength Service, Metro Service, or International Wavelength Service (collectively "Wavelength Service" or "Service") on a lease basis. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing services under this Service Schedule. This Service Schedule incorporates the terms of the Agreement. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay all charges for the Service. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Service Description. Wavelength Service is a dedicated, transparent, optical wave signal for transport of high bandwidth between two Termination Nodes offered on a Protected or Unprotected basis. Customer interface consists of 2.5Gb, 10Gb, 1GbE, 10GbE, 40GbE, 100GbE and 400GbE, OTU1, OTU2, OTU2e, OTU3, OTU4 and 1Gb, 2Gb, 4Gb, 8Gb, and 10Gb Fibre Channel.

2.1 Service Levels. Service is subject to the Lumen Service Level Agreement pursuant to Attachment O of the Agreement.

3. Customer Responsibilities.

3.1 Interconnection.

(A) Demarc. To use the Wavelength Service, Customer must provide to Lumen, at each Termination Node, a SONET or SDH-framed 2.5Gbor 10Gb signal, as defined by Telcordia GR-253-CORE, a 1Gb, 10Gb, 40Gb or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a 400Gb signal as defined by IEEE 802.3bs, a OTU1, OTU2, OTU2e, OTU3, OTU4 signal, as defined by ITU G.709, or a 1Gb, 2Gb, 4Gb, 8Gb, or 10Gb Fibre Channel signal, as defined by T11 Technical Committee within INCITS (the International Committee for Information Technology Standards (collectively, "Traffic"), which Traffic will then be delivered by Lumen, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Wavelength Service will be the Lumen OSX or fiber termination panel at the Termination Node. Customer will be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from Lumen in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a Termination Node at a location other than a Lumen gateway, Customer will provide Lumen with space and power (at no charge to Lumen), as reasonably requested by Lumen, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer premises.

(B) Construction of Facilities. With respect to construction of facilities to the Customer premises and installation, maintenance and repair of facilities within the Customer premises, Customer will provide Lumen with access to and the use of Customer's entrance facilities and inside wiring, and will procure rights for Lumen allowing the placement of facilities necessary for installation of facilities to deliver the Wavelength Service to the Customer premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer premises are located, and costs to procure and maintain rights within such building to the Customer premises, will be Customer's responsibility.

(C) Third Party Providers. Where Wavelength Service is being terminated Off-Net at the Customer premises through a third party provider to be provisioned by Lumen on behalf of Customer, the charges set forth in the Order for such Wavelength Service assumes that such Wavelength Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer premises is located, as determined by the local access provider. Where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer premises, (i) Lumen may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Order for such Wavelength Service, and (ii) installation of Service may be delayed. Lumen will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after Lumen is notified by the local access provider of the amount of such charges.

In addition, where Wavelength Service is being terminated Off-Net at the Customer premises through an Off-Net local loop to be provisioned by Lumen on behalf of the Customer, the charges and the Service Term set forth in the Order for such Wavelength Service assumes that such Wavelength Service can be provisioned by Lumen through the local access provider selected by Lumen or Customer for the stated Service Term. In the event Lumen is unable to provision such Wavelength Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Order, Lumen reserves the right, regardless of whether Lumen has accepted the Order, to suspend provisioning of such Wavelength Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to Lumen within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Wavelength Service will be

cancelled without cancellation or termination liability of either party. Lumen does not guarantee that any Wavelength Service will be provided by a specified local access provider.

4. Reserved.

5. Definitions. All capitalized terms that are used, but not defined in this Service Schedule are defined in the Agreement or Order.

"Customer Commit Date" means the date Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of an Order.

"E2E" means end to end, and includes the On-Net and Off-Net components of Services taken together.

"Excused Outage" means outages during scheduled maintenance or force majeure.

"Off-Net" means Services that are not On-Net.

"On-Net" means Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment.

"OSX" means optical shelf cross-connect.

"Protected" means any Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

"Termination Node" means the locations within Lumen's facilities or within Customer premises in each of the cities in which termination is available. Each Wavelength Service will contain two (2) Termination Nodes, the exact location of which will be set forth in the Order.

"Unavailable" or "Unavailability" means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds ("SESS") on the affected Wavelength Service until the first of ten (10) consecutive non-SESSs as defined by accepted industry standards.

"Unprotected" means any Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

LUMEN ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE

1. General. This Service Schedule applies to the SIP-based provisioning of Enterprise Voice Services (“Services”) and incorporates the terms of the Agreement under which CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities (“Lumen”) provides services to. This Service may be referred to as Voice Complete, SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service (“IFN” and “UIFN”), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

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

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

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

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

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

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

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

2.5 Voice Complete and SIP Service.

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

(ii) Access to Emergency Response Services.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

(a) Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Lumen does not store Registered Location information and relies upon information provided in the Lync 911 call flow as a result of Customer's proper configuration of the location information server ("LIS") to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will make available labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.* Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

(b) Limitation of Liability. LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS 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 EMERGENCY CALLING. CUSTOMER SHALL HAVE RESPONSIBILITY FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION); AND (ii) ANY ACTS OR OMISSIONS BY THE CUSTOMER, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

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

(i) Ownership of Telephone Numbers. Lumen is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Lumen). Customer shall have responsibility for any third party claim related to or arising out of any such change (or request for such a change).

(ii) Porting, Number Availability and Other Restrictions. Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section will not relieve Customer of its obligations under any Commits. Lumen does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Lumen may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Lumen. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) will not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Lumen, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii)

that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Lumen to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Lumen until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Lumen.

(iii) Multiple Carrier Routing for US Toll Free Numbers. Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Lumen and another carrier, Lumen will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Lumen received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

2.7 Service Levels.

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

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

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

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

B. Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Term without termination liability if the Service is Unavailable (as defined in subpart 2.7A immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

3. Customer Responsibilities.

3.1 Rates, Charges, and Commitments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2 Rate Changes and Termination Right.

A. Rate Changes. Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Lumen to Customer. Lumen may send to Customer a notice changing rates, charges or other pricing terms as set forth in this Service Schedule, in a Rate Sheet and/or Order which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address as set forth in this Section (a "Rate Change Notice"). Customer must ensure that Lumen has Customer's most recent e-mail address for purposes of Rate Change Notices as Lumen will use the email address in Lumen's records for the Rate Change Notices. The rates or changes set forth in such Rate Change Notifications will take effect as stated in this Service Schedule but no sooner than 30 days following such Rate Charge Notice.

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

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

3.4 Restrictions.

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

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

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

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

4. Reserved.

ATTACHMENT A WARNING LABELS (US)

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

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

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

**LUMEN SERVICE SCHEDULES AND EXHIBITS
CENTURYLINK® HOSTED VOIP SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink® Hosted VoIP (“Hosted VoIP”) (“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.

“Analog Terminal Adapter” or “ATA” means converts a VoIP signal to analog signaling to use existing analog devices such as telephones or fax machines.

“ANI” means automatic number identification.

“Approved Connectivity” means a new or existing CenturyLink IQ® Networking port or Data Bundle solution provided by CenturyLink, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink. 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).

“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 handsets, expansion modules and ATAs 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 Service Commencement 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 the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>. The Rate Sheet includes additional pricing for Hosted VoIP optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheet is incorporated herein by reference.

“Remote BLA” means remote bridged line appearance.

“Remote SCA” means remote shared call appearance.

“Renewal Term” means renewal periods equal to 12 months that commence once the Initial Term is complete.

“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.

“Switch” means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

“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 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 Switch 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.

(a) 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 and a telephone number. 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.

(b) 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.

(c) 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.

(d) 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 mobility options.

(e) Hosted VoIP Basic Cordless Seats. Basic Cordless seats support the same features as a basic seat and are intended for use by Customer end users needing a certified cordless IP handset. Basic Cordless seats may include an IP Cordless Base Station depending on the model selected.

(f) Hosted VoIP Standard Cordless Seats. Standard Cordless seats support the same features as a standard seat and are intended for use by Customer end users needing a certified cordless IP handset. Standard Cordless seats may include an IP Cordless Base Station depending on the model selected.

(g) Hosted VoIP Premium Cordless Seats. Premium Cordless seats support the same features as a premium seat and are intended for use by Customer end users needing a certified cordless IP handset. Premium Cordless seats may include an IP Cordless Base Station depending on the model selected.

(h) 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 platform, 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.

(i) 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 platform 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.

(j) Hosted VoIP Analog Seats. An analog seat includes an ATA as part of the monthly recurring price. 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) Hosted VoIP Spare Device. A spare device is a secondary IP Device that (a) Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) is 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.

(p) Hosted VoIP Additional Device. An additional device is another IP Device that allows for the duplication of standard key system features where TNs are shared across many IP devices. Customer must ensure that end users understand the 911 requirements if the end user uses an additional device in another location. An additional charge applies for each additional device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(q) Additional Optional Features.

(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.

(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 to activate 2-8 analog ports on an ATA or with Hosted VoIP with Webex only users. 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 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.

(ix) Off-Net Outbound Long Distance 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, offer attachment or rate addendum (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 quote, Order Form, offer attachment, or rate addendum, those negotiated rates will apply to SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer. Additional per minute charges apply to each Off-Net Call leg of a conference call.

(x) Toll Free Calls. 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, offer attachment or rate addendum (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 quote, Order Form, offer attachment or rate addendum, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer.

(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 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) Secure SIP (Hosted VoIP) – Secure SIP is a Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption is an add on feature to Customer's current CenturyLink Hosted VoIP product. TLS / SRTP will be activated in conjunction with certain Hosted VoIP devices and features attributed to the

customer end point device (i.e. – phone or Hosted VoIP with Webex client). No TLS / SRTP will be supported beyond the SBC. All CenturyLink portal and back end network and provisioning systems will be unencrypted. Special configurations will be created in the CenturyLink SBCs to support encryption and delivered to the customers end point devices. Secure SIP has an additional MRC per end user. For Secure SIP only, “end user” is defined as an eligible, approved end point with a MAC address, or registered standalone Hosted VoIP with Webex client sold with a virtual seat.

(xx) Custom Seat. Custom seat will allow Customer to bring its own Soft Phone and non-phone end point devices (i.e. SIP based overhead paging unit, doorbell or notification lamp.) for use with the seat. The seat must be configured by CenturyLink and then Customer must manually configure and provision the Soft Phone and end point devices with CenturyLink provided authentication credentials. Customer’s Soft Phone and end point devices are not certified for use with CenturyLink Service and therefore some features may not work. CenturyLink does not offer configuration support when Customer utilizes its own 3rd party Soft Phone and end point devices. Custom seats include the same features offered with a Hosted VoIP or IQ SIP premium seats and is not associated with a SIP Trunk group.

(xxi) Call Recording Components. Call Recording is a cloud-based component that integrates seamlessly with the Service. Recordings will be stored on CenturyLink servers for the selected storage time period. During that time, recordings can be played directly from the administrative portal or downloaded for playback and storage. All seats within the same group must have the same call recording add-on.

(A) Call Recording Basic. Call recording basic add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 7 days. The maximum recording storage for a call recording basic user is 56 hours for the given 7 day period.

(B) Call Recording Standard. Call recording standard add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 30 days. The maximum recording storage for a call recording standard user is 240 hours for the given 30 day period.

(C) Call Recording Premium. Call recording premium add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 1 year. The maximum recording storage for a call recording premium user is 2,920 hours for the given 1 year period.

(D) Compliance. Customer is responsible for complying with all laws and regulations in connection with its use of the, including all applicable call recording law related to Customer’s Call Recording components.

(xxii) Emergency Call Notifications (E911). The Emergency Call Notifications (E911) feature allows Customer to configure up to ten email and ten US SMS numbers to receive a notice when a 911 call is made from one of Customer’s Hosted VoIP or SIP Trunk TNs eligible to dial 911. To receive this feature Customer must opt into this feature and configure the notifications within the administrative portal. To discontinue use of this feature once it is set up, the administrative portal must be updated to remove the corresponding emails or SMS numbers.

(xxiii) Hosted VoIP with Webex includes a Webex Soft Phone that supports inbound and outbound calling using a TN associated with the Service. The Webex Soft Phone may be supplemented with optional Webex collaboration packages that may include messaging, chat, meetings, presence, file sharing or other designated capabilities.

(A) The EULA (which may also be referred to as Terms of Service or “TOS”) applicable to the Hosted VoIP with Webex may be found at www.cisco.com/go/eula. The privacy data sheets for Webex Meetings and Webex Teams may be found at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency, and vendor’s privacy policy may be found at <https://www.cisco.com/c/en/us/about/legal/privacy.html>, each as may be amended by the vendor effective upon posting.

(B) Ownership of Webex. Webex and all components of Webex are and will remain the property of the vendor including all processes, know-how, methodologies enhancements, modifications, improvements, data, information and derivative works of Webex or associated with Webex. Customer will have no right, title or interest in Webex, the software, Webex written materials prepared by or for vendor that may be made available to Customer, or any information and/or proprietary materials contained in or used in connection with Webex, software or maintenance and support services.

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) 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 Customer's Registered Location. If Customer or an end user tries to use the Service (i) at a location other than a Registered 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 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 Registered 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 may not be used by Customer (a) to provide voice content related services such as chat lines; (b) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (c) in connection with call center applications, and (d) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Exhibit is a "Non-Conforming Use". In addition to CenturyLink's other default rights, in the event of a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which CenturyLink would have applied for Non-Conforming Use. In addition, if in CenturyLink's reasonable judgment (y) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (z) Customer is using the Service for Non-Conforming Uses, CenturyLink may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by CenturyLink, CenturyLink reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term. Customer shall have responsibility for any claims arising as a result of any Non-Conforming Use.

(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 Service Commencement 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 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/HVIQSIP/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 shall have responsibility for 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.

(v) Security. CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary.

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, Switches, 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. Access to Emergency Response Services.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

3.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to CenturyLink (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain CenturyLink's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by CenturyLink. Customer understands that Registered Location updates do not occur immediately. CenturyLink will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. CenturyLink specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *CenturyLink will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and CenturyLink recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. Effective upon posting, CenturyLink may modify the Emergency Calling limitations or requirements provided in the Advisory if in CenturyLink's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations. Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.*

3.2 Limitation of Liability.

(a) CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS 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 EMERGENCY CALLING. CUSTOMER SHALL HAVE RESPONSIBILITY FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO CENTURYLINK'S APPROVAL OF THE REGISTERED LOCATION).

(b) CUSTOMER SHALL HAVE RESPONSIBILITY FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

3.3 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 NAME: _____

PRINT CUSTOMER REPRESENTATIVE'S NAME: _____

CUSTOMER REPRESENTATIVE'S INITIALS:

4. Term; Cancellation. This Service Exhibit will commence upon the Service Commencement Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Service Commencement Date) and continue for the duration of the Term. Service at a Customer location will commence on the Service Commencement Date for that location and continue for the Initial Term shown in the Pricing Attachment. The Service Commencement 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 Service Commencement 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 (a) the total MRC for Customer's Hosted VoIP installed at the end of a month is less than 90% of the total MRC for Customer's Hosted VoIP installed the immediately preceding month; or (b) if Customer removes more than 60% of the existing Hosted VoIP before at least 75% of the Service Term is complete, then Customer will also pay to CenturyLink a Cancellation Charge equal to: the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

5. Charges. Charges for the Service are as set forth in the Pricing Attachment, a signed CenturyLink issued quote or Order Form and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Service Commencement 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 Service Commencement 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 Registered 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 Seats During Term. Customer may add additional Hosted VoIP seats 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 rates shown in the Pricing Attachment or Rate Sheet will apply. If Customer adds more seats 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 will have its own Minimum Service Term commencing on the Service Commencement Date for the seat. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats 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 Sheet. 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 Switches. If necessary, Customer's existing Switch(es) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Switch(es) associated with Customer's Service must be returned to CenturyLink within 15 days of new Switch installation. If the Switch(es) are not returned, Customer must pay to CenturyLink a charge for non-return of the Switch(es) 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. 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.

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 Service Commencement 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 donee 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 payment 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 Service Commencement 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 Service Commencement 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 shall have responsibility 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 Switches. Switch rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service and renting Switches 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 Switches for use with Service, the MRC for Switch 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 Switches 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 Switches, 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 Switches maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Switches maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices 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.

9.14 Cordless IP Handsets. Customer is responsible for providing all replacement batteries for cordless IP handsets during the CPE Term and all month to month renewals.

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 network 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. Notwithstanding the forgoing, Hosted VoIP IP phones must be on the CenturyLink Approved CPE list to be used with the Service.

(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.

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 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.

11. Other Terms.

11.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

11.2. Cancellation and Termination Charges. This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

11.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

11.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

11.5 Access Arbitrage. If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

11.6 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

11.7 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

11.8 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

11.9 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes

Protected Health Information (“PHI”), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Rules”). To the extent that any exposure to PHI is incidental to CenturyLink’s provision of Service and not meant for accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

11.10 Fees. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. “Tariff” includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

LOCAL ACCESS SERVICE SCHEDULE

1. General. This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

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

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

(b) Ethernet Local Access ("ELA"). ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

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

(d) DSL Local Access. "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

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

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

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a Preferred Provider for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the pricing attachment or a quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA

virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ[®] Networking Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

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

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

3. Ordering. Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

4. Charges. Customer will pay the rates set forth in the attached pricing attachment or a quote or Order if the rates for Service at a particular Service Address are not included in the pricing attachment, and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

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

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

(b) Construction. Construction charges apply if; (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

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

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

5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote or Order for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

5.2 Cancellation and Termination Charges.

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

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

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

6. Provisioning, Maintenance and Repair. CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2 Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges Section in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

7.3 Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will

be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

7.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

7.8 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

8. Definitions.

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

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

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address

LUMEN INTERNET SERVICES SERVICE SCHEDULE

1. General. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Agreement executed between Lumen and Customer. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports. Additional features and functionality may include:

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

2.2 Billing Types.

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

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

Billing Arrangement. Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge ("CMUC"), is based on the Committed Data Rate ("CDR") (or the Aggregate Committed Data Rate ("ACDR") or Aggregate Committed Information Rate ("ACIR")). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95th percentile basis across all included ports and charged at the rate stated in the Order.

2.3 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access. In rare circumstances, Customers may experience bandwidth limitation on

a Lumen Internet Services with a single data flow (a continuous sequence of packets from a source to a destination measured over a network link), although PDR could still be achieved over available bandwidth via additional data flows.

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

2.5 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to arrange Internet Services using third party providers ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, South Korea, Taiwan, Thailand, and Vietnam. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Commit Plus Burst and Billing Arrangement pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.6 Third Party Peer Destined Traffic. If at any time Lumen's provision of High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service to Customer (and/or any of its Affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen will provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes on this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen will provide as much notice as is practicable under the particular emergency condition.

2.7 Intended Use. Any High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its Affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen Affiliate, then Lumen, in its sole discretion, will have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement pursuant to Attachment O of the Agreement.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types.

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

3.2 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided under this Service Schedule as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule

with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen'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 Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. 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 Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen 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, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen 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.

LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE SERVICE SCHEDULE

1. General. This Service Schedule forms part of the Agreement between Lumen and Customer and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer hereunder.

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

2. Services.

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

2.2. Additional Features.

Additional features and functionality may include:

a. Enhanced Reporting. Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as "Enhanced Reporting"). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer's location, Enhanced Management will be included with Customer's MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA's for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

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

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

2.3. Additional Services.

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

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

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

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

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

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

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

2.4. On-Net and Off-net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

2.5 Service Levels. MPLS VPN Service is subject to the Lumen Service Level Agreement pursuant to Attachment O of the Agreement.

3. Customer Responsibilities.

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

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

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

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

3.5 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen'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 Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. 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 Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen 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, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule.

Lumen 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.

LUMEN® SD-WAN SERVICE SCHEDULE

1. General. “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule applies when Customer orders Lumen SD-WAN Service (“SD-WAN Service”) which may be designated as “SD-WAN”, “SD-WAN Premium”, “Lumen SD-WAN with Cisco Meraki”, “SD-WAN Meraki”, “Lumen SD-WAN with Versa Networks” or “Hybrid-WAN Connectivity” in the Customer Order, pricing attachment, Order acceptance, service delivery, billing and related documents, and the associated Access Services as described in this Service Schedule (collectively, the “Services”). If Customer’s Order reflects the Service as SD-WAN Premium, Customer’s Service is Lumen SD-WAN with Versa Networks Service. This Service Schedule incorporates the terms of the Agreement. Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Services.

1.1 Additional General Terms. These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen’s notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

All invoices will be issued to Customer and paid in the currency specified in the Order, Lumen-issued quote, Order Form, or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 SD-WAN Service Description. SD-WAN Service allows Customer to securely route traffic over its various network connections between Customer’s branch locations and to the internet based on configurations developed by Lumen and Customer. SD-WAN Service utilizes software either deployed on a Lumen-provided customer premise equipment (“CPE”) appliance at Customer’s data center or branch location (“SD-WAN Device”) or into a Customer provided cloud environment (“Virtual SD-WAN”). The CPE associated with SD-WAN is provided on a rental basis as (“Rental CPE”) or purchased by Customer for an NRC (“Purchased CPE”). Lumen or its supplier configures and ships the SD-WAN CPE to the Customer site. In some cases, repackaged or substitute CPE may be used. Lumen supports SD-WAN Service using diverse network controllers (collectively “Controller”) or diverse cloud infrastructure and a password-protected management portal (“Management Portal”).

2.2 Administration and Management. The SD-WAN Service is offered as a managed or co-managed service. Lumen will provide Customer with access credentials to remotely manage the SD-WAN Service through the Management Portal. Within the Management Portal, Customer may make network configuration changes such as routing and security policies on an as needed basis. Lumen resources are available 24x7 for support. Lumen is not responsible for outages or security incidents that occur due to Customer changes or configuration. If Customer utilizes Lumen management, Customer can submit up to 5 configuration changes per month per site. Lumen reserves the right to charge Customer \$275, or local currency equivalent, for each configuration request over that amount. Lumen or its supplier will maintain global administrative access to SD-WAN Service at all times and will maintain the root password for all functions. Lumen is not responsible for any services, systems, software, or equipment Customer uses with SD-WAN Service which are not provided by Lumen. Lumen will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers). If Customer’s SD-WAN Service is deployed as Virtual SD-WAN, Lumen will not manage Customer’s cloud environment.

The Management Portal also provides Customer with the following analytical information: (i) SD WAN Device status including health and reachability (ii) network activity (iii) network performance (iv) SD-WAN Device location (v) firmware summary (vii) alarm summary (viii) summary of recent events, (ix) application performance (x) services in use, and (xi) policy violations.

2.3 Adaptive Virtual Services. If Customer purchases Lumen SD-WAN with Versa Networks, Customer may choose a universal customer premises equipment device (“UCPE”) as the SD-WAN CPE, subject to availability. Any references to “CPE” or “SD-WAN Device” in this schedule also include UCPE. If Customer orders a UCPE device, the SD-WAN Service will be provided through Lumen’s Adaptive Virtual Services (“AVS”) orchestration platform. The terms and conditions for AVS are available in the AVS Service Guide located at www.lumen.com/service-guides and subject to change.

2.4 Optional Security Upgrade. Customer may order Security Upgrade at an additional charge. Security Upgrade provides a set of firewall, web filtering, intrusion prevention and Log Collection features. Log Collection allows Customer to view log information and evaluate ongoing activities related to the Service. Unless Lumen agrees in writing to an extended retention period, Customer may only retrieve backed up logs for the prior 90 days.

2.5 SD-WAN Service Additional Options. The Lumen SD-WAN with Versa Networks network Controllers are hosted within Lumen facilities, but can also be deployed as private infrastructure in a customer provided environment for an additional charge. SD-WAN CPE may be upgraded at additional charge. Subject to availability, Customer may order additional SD-WAN CPE without active software license(s) for sparing purposes ("Spare CPE") for an additional charge. Customer may order two SD-WAN Service packages at the same site to create a high-availability resilient network design ("High Availability Service"), where available.

Subject to availability, on-site installation and on-site maintenance may be ordered for the SD-WAN Device at an additional charge for each location. The on-site installation option will provide a Lumen technician at the customer premises to support the SD-WAN Device activation. The on-site maintenance option will provide a Lumen technician at the customer premises to support the replacement of an SD-WAN Device in the event of a device failure. If on-site installation or on-site maintenance are ordered, the technician will be on Customer's premises for up to three (3) hours per SD-WAN Device. If Lumen determines that additional time is needed, Customer will be charged an additional \$250 per hour per technician plus any charges associated with additional materials.

2.6 Lumen Procured Third Party Provided Broadband and Cellular Back-Up Service Descriptions. In conjunction with SD-WAN, Customer may purchase Lumen procured broadband access service and/or cellular back-up access service ("Access Services", "Delta Port Internet Connection", or "Wireless Backup Service" as applicable) if available. Broadband access service is an unsecure local internet broadband connection. Cellular back-up access service leverages third party cellular network connectivity and is established utilizing CPE (internal modem or an external enterprise-class cellular-to-Ethernet bridge) in a back-up only or failover situation. If Customer purchases Access Services, those services are subject to the terms of this Service Schedule. If Customer purchases Delta Port Internet Connection for broadband service or Wireless Backup Service for cellular back-up access service, Customer must order and contract for those services separately.

2.7 Additional Service Description Lumen SD-WAN with Cisco Meraki. The following terms apply for Lumen SD-WAN with Cisco Meraki:

(i) If Customer adds secondary transport other than the embedded cellular access as part of the MX68CW at any site, Lumen will not be responsible to alarm on secondary transport.

(ii) If Customer's CPE is a MX68CW appliance and Customer orders cellular access service, Lumen SD-WAN with Cisco Meraki Service includes Rapid Deploy. Rapid Deploy allows Customer to utilize a 5 GB cellular access service as temporary primary transport to the Lumen SD-WAN with Cisco Meraki Service ("Temporary Primary Transport") for 120 calendar days or the date the primary transport is available at the customer premises, whichever is earlier. Upon availability of the primary transport, the cellular access service may only be used as backup transport. The Temporary Primary Transport is offered on a best efforts basis and Lumen does not provide any service level credits for the Temporary Primary Transport.

(iii) Purchased CPE and Spare CPE are not available for Lumen SD-WAN with Cisco Meraki. On-site installation is included with Lumen SD-WAN with Cisco Meraki Service. On-site maintenance is not available with Lumen SD-WAN with Cisco Meraki Service. The Optional Security Upgrade is included at no additional charge with Lumen SD-WAN with Cisco Meraki Service except that the Log Collection feature is not available. The co-management option described in 2.2 is only available for Lumen SD-WAN with Cisco Meraki with Lumen approval.

2.8 Special Terms for Access Services.

(a) Lumen will use reasonable efforts to procure the Access Service type per Customer site as identified in the Order. However, Lumen does not commit that a certain access service type or technology will be available at a Customer site.

(b) If the specific Access Service type set forth in an Order is not available, Lumen will so notify Customer and the Order for Access Services at that Customer site (and only that Customer site) will be cancelled (other Customer sites under such Order will not be impacted). Additionally, if the MRC or NRC must be increased and/or additional construction costs may apply, Lumen will request Customer confirmation of such costs, which confirmation may be provided via e-mail and will be binding on Customer. If Customer fails to provide such confirmation within 10 business days, the Order for Access Services at that specific Customer site will be deemed cancelled.

(c) Lumen reserves the right to commence billing Customer, and Customer will pay for the Access Service MRCs, if and to the extent that (i) such access has been installed; (ii) Lumen is incurring charges from the supplier; and (iii) the remaining completion of service installation cannot occur due to Customer delay, inaction, or failure to perform the Customer obligations under this Service Schedule.

(d) To the extent that suppliers of Access Service have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, Lumen expressly reserves the right to make corresponding changes with Customer for such services. Lumen will provide Customer with as much advanced notice as is reasonable, given the notification provided to Lumen from such supplier. In the event of a termination, Lumen and Customer will work together in good faith to agree upon and expediently procure another type of Access Service at such Customer site.

(e) Stated speeds for access may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including but not limited to: physical layer line issues, overhead from encryption of network traffic, congestion

within the public Internet, congestion within the underlying supplier access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet.

(f) **Modification or Termination of Access Services by Lumen.** Lumen reserves the right to modify any features or functionalities of the Access Services upon 90 days prior notice to Customer. In the event that such modification materially affects the features or functionality of these services, then Customer, as its sole remedy, may cancel the affected cellular and/or broadband access service without termination liability, as long as Customer notifies Lumen in writing of such termination within 60 days of such notice from Lumen. Additionally, Lumen may upon written notice terminate the cellular and/or broadband access service at a site (either before or after Service delivery) if Lumen determines that the bandwidth and/or coverage is insufficient to support the service at such site. In such case, Lumen will notify Customer via e-mail of termination of service at such site and Customer will not pay for the cancelled Access Service at that location.

2.9 Service Levels. SD-WAN Service is subject to the Lumen Service Level Agreement available at www.lumen.com/service-guides and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and usage charges (related to Access Services, if any) set forth in the Order, Lumen-issued quote, Order Form, or pricing attachment in accordance with the Agreement. The SD-WAN Service MRC includes the rental CPE MRCs which may be separately identified in invoices. Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer's failure to comply with this Service Schedule and/or Customer's request for changes in services, unless such change is due to an act or omission of Lumen. In the event that Customer terminates the SD-WAN Service and/or Access Service prior to the end of the Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay early termination liability as set forth in the Agreement.

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

3.2 SD-WAN Specific Responsibilities. Customer is responsible for providing design specifications, including authentication methods and user role information. Customer is solely responsible for all equipment and other facilities used with the Service which are not provided by Lumen. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each such contact (the "Customer Security Contacts"). Customer will ensure that Lumen is informed of any changes to the designation of, and contact details for, the Customer Security Contacts. Customer will ensure that at least one Customer Security Contact is available to be contacted by Lumen at any given time (24x7x365).

Unless Customer purchases on-site installation or on-site installation is included as part of Lumen SD-WAN with Cisco Meraki Service, Customer is responsible for installation of service and integration into Customer's network. Customer will ensure Lumen and its representatives have access to Customer sites for installation and maintenance (if purchased) and removal of equipment and Services as scheduled, including obtaining all landlord approvals or letters of agency. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable delivery of the Service and CPE.

Customer may not resell the Services and may use the Services only within Customer's sites. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information necessary to use the SD-WAN Service or associated Access Service. If Lumen determines that SD-WAN Service or Access Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the SD-WAN Service or Access Service, has no obligation to provide Service at that location. Customer must provide Lumen with 30 days notice before any move or relocation of SD-WAN Service. If Customer fails to so notify Lumen, Customer will not be entitled to any service level credits for any service deficiencies that occur as a result of the move or relocation of SD-WAN Service.

3.3 Use Restrictions. Customer will not use Services: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; or (iii) in violation of Lumen's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

If Customer orders Access Services, Customer will not use the cellular access service other than in back-up capacity or in the permissible temporary use as Temporary Primary Transport for Lumen SD-WAN with Cisco Meraki Service. Any other use of the cellular access service in a primary or non-back-up manner will give Lumen the right to immediately suspend such service and Customer will be liable to Lumen for any overage fees that may be charged to Lumen for use of the cellular access service beyond a failover. Lumen is not responsible, however, for monitoring for such usage by Customer. Without limitation to Lumen's other remedies under the Agreement, Lumen reserves the right to charge, and Customer agrees to pay, for any misuse of cellular access services or its components, and/or for such usage in excess of Lumen's established data pool for Customer, separately at the rates then charged

to Lumen by the third party cellular provider. Additionally, if Lumen provides Customer notice of such use of which Lumen becomes aware, Lumen may terminate the cellular access service within 10 days of such notice if such use does not cease.

3.4 Rental CPE Return or Replacement. Lumen will provide Customer with instructions on return of Rental CPE. Customer will either (i) deliver Rental CPE to Lumen or its supplier or (ii) provide Lumen or its supplier reasonable access to Customer's premises to retrieve the Rental CPE. Rental CPE must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver Rental CPE to Lumen, Customer must give Lumen written notice of such return. If Rental CPE is not delivered to Lumen within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Rental CPE and Lumen may invoice Customer the then-current value of the applicable Rental CPE model ("Replacement Cost"). If the return instructions provided to Customer state that Lumen or its supplier will retrieve the Rental CPE and Customer fails to provide Lumen with reasonable access to Customer's premises within ten (10) calendar days of termination, Lumen may continue to charge for the SD-WAN Service. Where Rental CPE is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged CPE, and (ii) a one-time charge to cover Lumen's cost to ship the new Rental CPE. If on-site maintenance is not available and Customer requires on-site assistance from Lumen to install the replacement CPE, an additional dispatch charge will apply. Lumen 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. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case.

3.5 Purchased CPE. All Purchased CPE sales are final. Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by Lumen, its agents or subcontractors. Lumen will invoice Customer for Purchased CPE when SD-WAN Service is installed. Until Customer pays Lumen in full for any Product, Customer (a) grants to Lumen a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes Lumen to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to Lumen. During the initial Service Term for the SD-WAN Service, Purchased CPE is eligible for the Managed Device Replacement Service Level in the Lumen Service Level Agreement. After the initial term, Purchased CPE is not eligible for the Managed Device Replacement Service Level but Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable CPE. Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of CPE; (b) a party to any agreement between Customer and a CPE manufacturer for services provided directly by the CPE manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a CPE manufacturer. Customer acknowledges that Lumen services are subject to export control and economic sanctions laws of the United States and other countries. Customer will not use services or move Purchased Equipment to a location in a country subject to comprehensive economic sanctions. If Customer violates this section, Lumen may, upon written notice to Customer, immediately terminate the affected Lumen services without liability to Lumen.

3.6 Privacy/Data Protection. Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer traffic, which may include personal information and usage data, and that Lumen and its underlying vendor may have access to such information in connection with providing and managing the Services. Customer authorizes Lumen and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and as otherwise described in this Service Schedule and any applicable end user agreement. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations, including those applicable to personally identifiable information, Customer traffic, or other sensitive information collected, stored, accessed, processed, or transmitted by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from employees, end users, contractors, or other users that the Customer traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by Lumen or its underlying vendor in accordance with this Service Schedule and any applicable end user agreement.

In addition, Customer consents to Lumen's processing and use of Customer traffic and personal information solely in connection with its performance of the Services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner.

3.7 Data Compilation. Customer authorizes Lumen or its underlying vendor to use inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. Lumen may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. Lumen may retain event log data for as long as necessary or useful for its uses consistent with this Service Schedule. Other than as contemplated in Section 2.4, Lumen has no obligation to provide log data to Customer.

3.8 Customer's Security Policies. Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that Lumen will implement security policies as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guarantee that the Services under this Service Schedule will be invulnerable to malicious code, deleterious routines,

and other techniques and tools employed by computer “hackers” and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED THAT CONTENT WILL BE BLOCKED OR ALLOWED IN ACCORDANCE WITH CUSTOMER’S POLICIES OR THAT THE SERVICES WILL RENDER CUSTOMER’S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. If any equipment or software not provided by Lumen impairs Customer’s use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SD-WAN Service, or that use common network features, have appropriate security controls. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

3.9 Additional Customer Responsibilities for Lumen SD-WAN with Cisco Meraki. Customer agrees to all applicable terms and conditions set forth by the manufacturer or publisher including any end-user license agreement, warranties, and return material authorization policies. Specifically, Customer agrees to the non-negotiable, online End User License Agreement terms and conditions and any applicable supplemental license terms found at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html (“End User License Agreement”). Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support. Customer must have access to the public internet. If Customer adds non-Lumen transport with Lumen SD-WAN with Cisco Meraki Service at any site, Customer must ensure that the Customer provided transport is compatible with Lumen’s existing networking infrastructure and equipment, including the SD-WAN CPE.

(i) Lumen SD-WAN with Cisco Meraki Bundles. If Lumen SD-WAN with Cisco Meraki is ordered in conjunction with Lumen provided transport as a bundle, these additional terms and conditions apply. Customer must order Lumen provided transport as set forth in the Order to be used in conjunction with the Lumen SD-WAN with Cisco Meraki Service. If either the Lumen SD-WAN with Cisco Meraki Service or the associated Lumen provided transport service is cancelled by Customer (before or after Lumen notifies Customer that the services are ready for use) or terminated pursuant to section 2.8, all Lumen SD-WAN with Cisco Meraki Service(s) and Lumen provided transport services at that location will be deemed cancelled. In this event, Customer will pay any applicable cancellation or termination charges unless the Lumen provided transport service is terminated pursuant to 2.8. If Customer adds non-Lumen transport with Lumen SD-WAN with Cisco Meraki Service at any site, Lumen will not be responsible to manage that transport.

(ii) Additional Charges Terms for Lumen SD-WAN with Cisco Meraki. If Customer orders Access Service(s) or MTU Access with Lumen SD-WAN with Cisco Meraki Service, the SD-WAN Service MRC also includes the Access Service(s) or MTU Access MRCs, as applicable, which may be separately identified in invoices. At the expiration of the Service Term, Lumen SD-WAN with Cisco Meraki Service will renew for consecutive 12-month periods at the existing rates, subject to adjustment by Lumen on 30 days’ written notice before the beginning of the renewal period.

3.10 Ownership. For the SD-WAN Service, no license is conveyed nor is any right, title, or interest in any intellectual property or other proprietary right transferred to Customer. Lumen’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, disassemble, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party, its licensors, or suppliers. The software and all copyrights, patent rights, and all intellectual property rights related thereto are the sole and exclusive property of Lumen or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at Lumen’s sole discretion), non-sublicenseable, non-assignable right to access and/or use the software solely in association with the Service; provided, however, Customer will not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing will automatically result in termination of any license granted in this Service Schedule. Export restrictions must be followed for encryption technology. End user licenses cannot be transferred. Customer has the right to use the software until the expiration or termination of the applicable Service Term.

Rental CPE is the personal property of Lumen or its supplier. Notwithstanding that, the Rental 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 Rental CPE other than as provided in this Service Schedule and will hold the CPE subject and subordinate to the rights of Lumen or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of Rental CPE, (b) at its own expense, keep the Rental CPE free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the Rental CPE at the Customer’s site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the Rental CPE to be repaired, serviced or otherwise attended to except by an authorized representative of Lumen or its supplier; and (e) make no alterations or affix any additions or attachments to the Rental CPE, except as approved by Lumen in writing.

Customer will not remove, alter, or destroy any words or labels on the Rental CPE and will allow Lumen or its supplier to inspect the Rental CPE at any time. Customer must use not less than a reasonable standard of care to store and protect Rental CPE and will be responsible for providing a safe and secure environment for the equipment in accordance with Lumen’s specifications. Customer agrees to: (i) not alter or disconnect Rental CPE and (ii) notify Lumen as soon as Customer is aware of any circumstances that may adversely affect the Rental CPE or its operation. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the Rental CPE following delivery from any cause whatsoever (collectively, “Loss”), until returned to Lumen or its supplier. Customer shall have responsibility for such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under

this Service Schedule. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

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

(a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the Rental CPE, including Lumen or a third party provider designated by Lumen, as loss payee as their interests may appear.

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

3.12 Residential Use. Subject to Lumen prior approval, SD-WAN Service may be deployed at an end user's residential address ("Residential Use"). Customer understands that such Residential Use is an extension of Customer's SD-WAN Service and Customer is still responsible for compliance with the terms of this Service Schedule and the Agreement. Customer acknowledges and agrees that even if Service utilizes the end user's residential internet connection, the Service is solely intended to enable remote connections between Customer corporate networks and Customer-authorized, work-related devices. Customer further acknowledges and agrees that improper installation by its end users of personal devices to the Service could potentially result in exposure of personal material, content, or traffic for such personal devices to Customer, Lumen and its underlying vendors in the course of configuring, providing and supporting the Service. Notwithstanding anything else in the Agreement to the contrary, Customer will: (i) provide all required and appropriate disclosures to its users of the Service and obtain all required and appropriate voluntary and fully informed consents; (ii) clearly and effectively communicate to its users that the Service is only intended for remote working purposes, only authorized, work related devices may be connected to the Service, and the risks associated with the connection of any personal device to the Service; (iii) in the event Customer discovers that a personal or any other unauthorized, non-work related device has accessed the Service, take immediate steps to suspend or disable such access or device and not use such access to view, monitor, collect, or store any content, data, or usage from such device; and (iv) implement and maintain appropriate access controls to its corporate network such that only authorized employees and contractors with current login credentials may access the Service using only authorized devices. Customer shall have responsibility from and against any claims, costs, damages, or liabilities arising from or relating to Customer's breach of an obligation in this Section.

DYNAMIC CONNECTIONS-ETHERNET SERVICE SCHEDULE

1. General. This Service Schedule is applicable where Customer orders Dynamic Connections - Ethernet service ("Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Agreement. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service is a point-to-point Ethernet Virtual Connection ("EVC") that may be added and deleted by Customer in near real time via the Portal. Service is offered between two IEEE compliant User Network Interfaces (each a "UNI"). The UNI on each end of a Service may be a Dedicated Port or a Hosted Port that is located at a Customer location or at the premises of, and/or controlled by, a specific Provider. The UNIs are not part of the Service but are required for the Service to function. Service is provided between the Demarcation Points on each end of the Service. Lumen will notify Customer of acceptance of a request to add a Service by delivering the Service. The Service does not have a Service Term and cancellation charges and termination charges are not applicable to the Service.

2.2 Service is available in various bandwidths. Service is subject to availability and available configuration options for the Service may vary as directed by the applicable Provider(s).

2.3 When the Hosted Port or Dedicated Port serving any Service is located at the premises of, and/or is controlled by a Provider, then Customer is solely responsible for obtaining from the Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect the Service to the Hosted Port or Dedicated Port and the Provider's services. Customer consents and directs Lumen to disclose to the Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, Customer's name, type, and location of interconnection, technical information required to configure the interconnections, utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Lumen is not responsible for the technical interoperation of the Provider's services with the Hosted Port or Dedicated Port. Lumen may terminate the Service(s) without liability if Lumen loses the ability to continue logical or physical connection to the Provider as directed by the Provider.

2.4 Customer will separately contract with Provider for its access to the Provider. Customer's contractual relationship with the Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Provider, nor is Lumen responsible for Provider's performance of its obligations to Customer, or for Provider's acts or omissions. Lumen is not responsible to maintain, bill, or pay for any service provided to Customer by the Provider. Similarly, Provider is not responsible to maintain or pay for the Dynamic Connections Service.

2.5 Lumen may, in its reasonable discretion and without liability: (i) delay or cancel an addition of, or change to Service(s) by Customer if the Provider is unable to timely accommodate the addition or change, and/or (ii) modify or terminate the affected Service if the Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service(s) or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Provider's service for any reason. Lumen will inform Customer as soon as commercially practicable if this occurs. Customer's sole and exclusive remedy under this provision is to delete the impacted Service(s).

2.6 Customer is subject to the then current: (i) available bandwidths, (ii) rates, (iii) charges, and (iv) Dynamic Connections Portal - Terms and Conditions for the Service, each of which may be updated from time to time, that are provided in the Portal that is located at the Web address Lumen provides to Customer, regardless of whether Customer is utilizing the Dynamic Connections Portal or the API/UI Service as the Portal in connection with the Service.

2.7. Service Requests.

2.7.1 To acquire the capability to access the Service, Customer must place an Order. If Lumen accepts Customer's Order, Customer will be provided direction on how to access and use the Service. Customer must identify representatives that are authorized to make requests for Service and Lumen will provide a Customer-specific user identification ("User ID") and password ("Password") to Customer's representatives. Customer is responsible for maintaining the confidentiality and security of its User IDs and Passwords. Customer is responsible for all requests for the addition or deletion of Service(s) (including fraudulent requests) resulting from Customer's User IDs and Passwords. Customer must notify Lumen to suspend any Password or User ID that has been compromised. Any information provided by Lumen through the Portal is deemed "Confidential" and Customer may not disclose such information to third parties.

2.7.2 The Hosted Port or Dedicated Port that will be located on each end of a Service must be pre-qualified by Lumen before the associated Service can be added by Customer. Customer determines the bandwidth and duration of its Service(s) by adding and deleting Service(s) in the Portal in near real time. Customer is responsible for all charges resulting from Customer's addition of Service(s) until such time as (a) Customer deletes the respective Service(s); or (b) Lumen deletes respective Service(s) in response to notification from Customer's cloud Provider that Customer's end point with the cloud Provider associated with the Service is permanently inoperable and cannot be repaired. Customer agrees that Lumen has the right to delete a Service where the end point with the cloud Provider is in a permanently inoperable state as described in the preceding subsection (b), but Lumen is under no obligation to do so. If Customer decides to terminate the overall Dynamic Connections Service capabilities including Customer's ability to add and delete Services in the future ("Service Termination"), then Customer must delete all existing Services (individual Dynamic Connections Services) that are in place before requesting Service Termination.

2.8 Service Levels. This Service is subject to the Lumen Service Level Agreement pursuant to Attachment O of the Agreement.

3. Customer Responsibilities.

3.1 Charges and Commencement of Billing. Customer will be billed and will pay the applicable NRC and MRC for Service. A Service is provided at a monthly rate or at an hourly rate. Hourly charges will be rounded up to the next hour, billed in arrears, and appear on the invoice as an NRC. For Services added at a monthly rate the first bill cycle will be billed as an NRC in arrears and subsequent bill cycles will be billed as MRC in advance with pro-ration occurring at both the beginning and end of the connection rounded up to the nearest full day. Billing for any Service will commence when the Service connection is activated.

3.2. Data and Information.

3.2.1 Notification to Authorized Users. Customer acknowledges that, by virtue of providing the Service, Lumen, may need to process personal data of Customer's employees and users of the Service. Customer is the data controller of such personal data, and Lumen is the data processor. Customer is solely responsible for ensuring the lawful basis of such processing, and for notifying any employee or individual that it permits to use the Service on Customer's behalf (an "Authorized User") that it has provided such Authorized User's personal data to Lumen for the purposes of allowing Lumen to provide the Service and that the Authorized User's use of the Service may be monitored, screened and/or logged by Customer or Lumen on Customer's behalf.

3.2.2 Customer Responsibility. Customer shall have responsibility for any claims of third parties arising out of Customer not acting in accordance with Section 3.2 and for any violations of applicable laws in connection with its use of the Service.

3.2.3 If Customer and Lumen have entered into a data processing agreement where Lumen processes personal data on behalf of Customer, the Service will be included within the scope of that data protection agreement and, if required, the parties will amend such data processing agreement necessary to comply with applicable law. If Customer and Lumen have not entered into a data processing agreement applicable to the Services, the following terms will apply:

(a) Cross-Border Transfers. Customer acknowledges and consents to Lumen's and its affiliates' or subcontractors' use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses, and/or email addresses) of Customer for the sole purpose of: (i) providing and managing the Service; (ii) fulfilling its obligations under the Agreement; and (iii) complying with applicable laws. Customer represents and warrants that it will ensure that all information provided to Lumen is accurate at all times and will provide any required notifications to Authorized Users about the potential transfer of information to the United States and other countries. To the extent legally required, Customer and Lumen will enter into separate written agreements required to facilitate necessary cross-border transfers. Customer will be responsible for notifying Lumen whether such written agreements are required.

(b) Personal Data Processing. Customer acknowledges that, by virtue of providing the Service, Lumen, its affiliates, vendors and/or agents may come into possession of, by way of example and not limitation, usage, billing, or other data containing personal and/or private information of Customer, its employees and Authorized Users. Customer is the "data controller" and Lumen will be acting as a "data processor" (such terms defined under applicable law). Customer acknowledges that any processing of such information by Lumen, its affiliates, vendors or contractors occurs exclusively at the direction and discretion of Customer, such direction and discretion exercised by acceptance of these terms. Customer further acknowledges and agrees that such possession is ancillary and not a primary purpose of the Service. Customer further represents and warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties (including Authorized Users) for the use, processing and transfer of the information described in this Service Schedule. To the extent legally required, Customer and Lumen will enter into separate written agreements required to comply with laws governing the relationship between a data controller and data processor with respect to the processing of personal data. Customer will be responsible for notifying Lumen whether such written agreements are required.

4. Definitions. The following terms are defined for the purposes of this Service Schedule:

"Billing Cycle Charges" or "BCC" means the total Service charges (not including taxes, fees and surcharges) in a billing cycle.

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

"Dedicated Port" means a dedicated port/access serving a single enterprise/tenant and its EVCs. A Dedicated Port may also be designated as a "UNI" or "M-UNI" (Multiplexed User Network Interface) in customer orders, order acceptance, service delivery, and billing (and related) documents.

"Demarcation Point" means the Lumen-designated physical interface located at the Provider's or Customer's premises for the Hosted or Dedicated Port.

"Excused Activation Failure" means any Service activation failure attributable to the Provider or attributable to Customer providing incorrect or incomplete information with the activation request.

"Excused Outage" means scheduled maintenance, force majeure events, and any outages or degradation in Service(s) attributable to the Provider or attributable to issues beyond the Demarcation Point.

"Hosted Port" means a hosted (shared) port or UNI serving multiple enterprises/tenants and their EVCs. A Hosted Port may also be designated as an "eLynk Interface" or "NNI" in customer orders, order acceptance, service delivery, and billing (and related) documents.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Portal" means the portal located at the Web address Lumen provides to Customer. "Portal" may also mean Application Programming Interface/User Interface service ("API/UI Service") when Customer is utilizing API/UI Service in connection with the Service and Customer and Lumen have separately contracted for Customer's use of API/UI Service in connection with the Service.

"Provider" means cloud provider, data center provider, and/or colocation provider.

"Unavailable" or "Unavailability" means Service downtime.

**LUMEN® METRO DARK FIBER SERVICE – LEASE (NORTH AMERICA)
SERVICE SCHEDULE**

1. General. This Service Schedule is applicable only where Customer orders Lumen Metro Dark Fiber Service - Lease (North America) ("Metro Dark Fiber Service" or "Service") on a lease basis in North America and incorporates the terms of the Agreement. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing services under this Service Schedule. Lumen may subcontract any or all of the work to be performed under this Service Schedule.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service.

2. Services.

2.1 System Route.

2.1.1 For each Order executed by the parties, the Lumen System will connect the points identified on such Order (each point in an Order is called a Segment End Point, the route between the applicable Segment End Points is called a Segment). The Lumen System will include the Lateral Segments and Riser Segments (each of which will be considered a Segment for purposes of this Service Schedule), if any, identified in each Order.

2.1.2 Occupancy by Customer in any Segment End Point Facility will be subject to the execution of an Order pursuant to the Service Schedule for Lumen Colocation Service under the Agreement.

2.2 Grant. As of the Lease Effective Date for each particular Segment of Customer Fiber delivered by Lumen to Customer under this Service Schedule, Lumen grants to Customer, and Customer acquires from Lumen, a lease ("Lease") to use, for the purposes described in this Service Schedule, the Customer Fibers as described in each Order.

2.3 Required Rights.

2.3.1 Lumen will obtain and maintain in full force and effect for and during the Lease Term of each Segment all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively, the "Required Rights") that are necessary for Lumen to obtain in order to permit Lumen to construct, install and keep installed, and maintain the Customer Fibers within such Segment in accordance with this Service Schedule and to convey the Lease in the Customer Fibers to Customer and all other rights under this Service Schedule pursuant to the Lease. Customer will obtain and maintain in full force and effect for and during the Lease Term of each Segment all Required Rights that are necessary for Customer to obtain in order to use and operate the Customer Fibers.

2.3.2 The Leased Fibers are subject and subordinate to the terms of the Underlying Rights, including, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The Leased Fibers are further subject and subordinate to the prior right of the grantor of the Underlying Rights to use the right of way for other business activities, including railroad operations, telecommunications uses, pipe-line operations or any other purposes, and to the prior right of Lumen to use its rights granted under the Underlying Rights. The rights granted in this Agreement are expressly made subject and subordinate to each and every limitation, restriction or reservation affecting the Underlying Rights. Nothing in this Agreement may be construed to be a representation, warranty or covenant of Lumen's right, title or interest with respect to the right of way or the Underlying Rights.

2.3.3 To the extent Lumen is required under the terms and provisions of any Required Right to indemnify the grantor or provider from and against any and all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the Lumen System, regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of such grantor or provider and its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Required Right, Customer releases such grantor or provider from, and waives, all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the Lumen System regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction, of such grantor or provider or its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Required Right.

2.4 Lateral and Riser Segments.

2.4.1 Each Lateral Segment will be constructed from a point on the metropolitan backbone of the Lumen System to a demarcation point identified in an Order.

2.4.2 Each Riser Segment will be constructed from a Segment End Point within a facility to another demarcation point within the same facility as identified in each Order.

2.5 Acceptance Testing and Completion.

2.5.1 Lumen will test the Customer Fibers in accordance with the procedures and standards specified in **Exhibit A** ("Acceptance Testing"), and Lumen will provide Customer with a copy of such test results for each Loop, Segment, Lateral Segment or Riser Segment so that test results may be reviewed in a timely manner. Customer will be responsible for the timely completion of any work or installation required for it to place the Customer Fibers into operation (and Customer's failure to complete such work will not be grounds for rejection of a Connection Notice).

2.5.2 Upon the successful completion of Acceptance Testing respecting the Customer Fibers within a Segment, Lateral Segment or Riser Segment, Lumen will provide a Connection Notice to Customer. Customer will, within three days of receipt of the Connection Notice, either accept or reject the Connection Notice (and Customer will be permitted to reject only if Customer specifies a material failure of the Customer Fibers to satisfy the requirements of this Service Schedule) by delivery of written notice to Lumen. If Customer rejects the Connection Notice, Lumen will promptly, and at no cost of Customer, commence to remedy the defect or failure specified in Customer's notice. Lumen will again conduct Acceptance Testing and (if successfully completed) provide Customer a Connection Notice with respect to such Segment, Lateral Segment or Riser Segment. The foregoing procedure will apply again and successively until Lumen has remedied all defects or failures specified by Customer. Any failure by Customer to timely accept or reject a Connection Notice, or any use of the Customer Fibers by Customer for any purpose other than testing, will be deemed to constitute acceptance for purposes of this Service Schedule and Customer will be deemed to have delivered a notice of acceptance upon such use or on the third day after delivery of the Connection Notice.

2.6 Interconnection Points.

2.6.1 Customer will have the right to request that Lumen interconnect Customer's communications system with the Customer Fibers at the Segment End Points and such other points as are determined and designated by Lumen in its sole discretion as described in this Section 10 ("Interconnection Points"). Notwithstanding the foregoing, there will be no Interconnection Points in any portion of the Lumen System which transits Canada unless such interconnection can be accomplished in a fashion which, in Lumen's judgment, will not cause either Lumen or Customer to be in violation of applicable laws or regulations.

2.6.2 If Customer desires to cross-connect the Customer Fibers with other fibers provided by Customer or another carrier within a Segment End Point Facility, Customer will execute a separate cross-connection agreement as provided by Lumen. If Customer desires to install other fibers provided by Customer in a Segment End Point Facility, Customer will execute a separate fiber termination agreement. If Customer desires to interconnect the Customer Fibers with other fibers provided by Customer or another carrier at a location other than a Segment End Point Facility, Customer must comply with Lumen's then-current interconnection policies and guidelines. The fees associated with such interconnection and cross-connection will be specified in a separate agreement.

2.6.3 Any additional work to the Lumen System or the Customer Fibers required by Customer, and which is not otherwise set forth in the interconnection policies and guidelines or the fiber connection agreement, will be undertaken only by Lumen at Customer's request and will be performed within a reasonable amount of time consistent with industry accepted practices. Customer will reimburse Lumen for all Costs incurred in connection with such additional work, plus a management fee equal to 30% of such Costs.

2.6.4 Customer will have no right to perform work on or otherwise physically access the Customer Fibers or the Lumen System, except with the express permission and supervision of Lumen.

2.7 Operations.

2.7.1 Customer acknowledges and agrees that Lumen is not supplying nor is Lumen obligated to supply to Customer any optronic or electronic equipment or related facilities, all of which are the sole responsibility of Customer, nor is Lumen responsible for performing any work other than as specified in this Service Schedule.

2.7.2 Upon not less than 120 days' written notice from Lumen to Customer, Lumen may, at its option substitute for the "Operating Customer Fibers" (as defined below) within any Segment or Segments, or any portions of them, an equal number of alternative fibers within such Segment or portion of them, provided that in such event, such substitution (A) will be effected at the sole cost of Lumen; (B) will incorporate fiber meeting or exceeding the specifications set forth in **Exhibit A**, and be tested in accordance with the Acceptance Testing; (C) will not change any Segment End Points or other Interconnection Points; and (D) Lumen will use all reasonable good faith efforts to minimize any interruption in the operation of the Operating Customer Fibers. Substitution of Customer Fibers will not affect or extend the Lease Term with respect to the fibers so substituted. For purposes of the foregoing, "Operating Customer Fibers" will mean Customer Fibers which have been jumpered to Customer's space or equipment at a Segment End Point Facility. Lumen may substitute Customer Fibers which are not Operating Customer Fibers at any time during the Lease Term without notice to Customer (provided that, in the event Lumen has substituted the Customer Fibers, then at the time such Customer requests that its fibers be jumpered to its space or equipment, the substituted Customer Fibers will be tested in accordance with the provisions of this Service Schedule).

2.8 Maintenance and Relocation.

2.8.1 From and after the Lease Effective Date with respect to each Segment, the maintenance of the Lumen System within such Segment will be provided in accordance with the maintenance requirements and procedures set forth in **Exhibit B** at Lumen's sole cost and expense.

2.8.2 If Lumen is required to relocate any portion of the Lumen System, then Lumen will have the right to reasonably determine the extent and timing of such relocation, and any such relocation will incorporate fiber meeting or exceeding the specifications set forth in **Exhibit A** and be subject to Acceptance Testing. If and to the extent that a relocation is not the result of a failure by Customer to observe and perform its obligations under this Service Schedule, the costs of relocations of the Lumen System are included in the Lease Fee. Customer will reimburse Lumen for Lumen's Costs (including Acceptance Testing and amounts paid to a relocating authority to avoid relocation) to the extent that such relocation is the result of a failure by Customer to observe and perform its obligations under this Service Schedule.

3. Customer Responsibilities.

3.1 Fees.

3.1.1 Customer will pay the Installation Fee set forth in an Order within five days of the execution of the Order.

3.1.2 Customer will pay the Lease Fee set forth in an Order. The Lease Fee will be due on the Acceptance Date for each Segment and monthly (in advance, on the first day of each month) during the Lease Term. If the Acceptance Date occurs other than the first day of the month, then the first and final payment of the Lease Fee will be prorated. The Lease Fee will be due and payable in full, and Customer will have no right of offset or deduction with respect to any Lease Fee (or portion thereof) due under this Service Schedule.

3.1.3 Except for the Installation Fee, which will be due and payable no later than five days after the execution of an Order, Lumen will send Customer invoices for payments of the Lease Fee and all other sums, costs, fees and expenses owed by Customer to Lumen under this Service Schedule, and Customer will pay such invoiced amounts in accordance with the Agreement.

3.1.4 The Recurring Charge will be increased on each anniversary of the Service Commencement Date of the first Segment in which Customer will receive the lease by the increase of 5%.

3.1.5 Taxes. All charges for Customer Fibers are net of Applicable Taxes (as defined below). Except for taxes based on Lumen's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Customer Fibers (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Lumen with a valid exemption certificate (in a form reasonably acceptable to Lumen). Lumen will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Lumen to Customer following Lumen's receipt of such exemption certificate.

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

3.2 Term and Early Termination.

3.2.1 The term for the Lease with respect to each Segment will commence on the first day when both (A) the Acceptance Date with respect to the Customer Fibers within a Segment has occurred and (B) Lumen has received payment of the Lease Fee for the first month (or portion of it) with respect to such Segment then due to Lumen under this Service Schedule (the "Lease Effective Date"), and will expire on the date identified in the Order (provided that the term of the Lease will not exceed 60 months for any Segment) (the "Lease Term"). Notwithstanding any Agreement Term set forth in the Agreement, the Agreement Term with respect to Metro Dark Fiber Service only will continue for the Lease Term.

3.2.2 Upon the expiration or termination of the Lease Term respecting a Segment as provided in this Service Schedule, all rights to the use of the Customer Fibers will revert to Lumen without reimbursement of any of the Lease Fee or other sums, costs, fees or expenses previously made with respect thereto.

3.2.3 This Service Schedule will become effective on the Service Schedule Effective Date and will terminate on the date when all the Lease of the Segments have expired or terminated (subject always to the default termination procedures of the Agreement), except that those provisions of this Service Schedule which are expressly provided in this Service Schedule to survive such termination will remain binding on the parties.

3.2.4 Customer may terminate the Lease for any Segment before end of the Lease Term upon 30 days' prior written notice to Lumen (in a form reasonably requested by Lumen). If Customer terminates the Lease or if delivery of the Customer Fibers in a Segment is terminated due to a failure of Customer to comply with the terms of this Service Schedule or any Order, Customer will pay Lumen a termination charge equal to the sum of:

A. the Installation Fee for the cancelled Lease, if not already paid; and

B. the percentage of the monthly Lease Fees for the terminated Lease calculated from the effective date of termination as (1) 100% of the remaining monthly Lease Fees that would have been incurred for the Lease for months 1-12 of the Lease Term, plus (2) 50% of the remaining monthly Lease Fees that would have been incurred for the Lease for months 13 through the end of the Lease Term.

This Section will govern the termination by Customer of Dark Fiber ordered under this Service Schedule in lieu of any other termination for convenience provisions of the Agreement.

3.3 Use of Lumen System.

3.3.1 Customer represents and warrants that it will use the Customer Fibers and the Lease under this Service Schedule in compliance with all applicable government codes, ordinances, laws, rules and regulations.

3.3.2 Subject to the provisions of this Service Schedule, Customer may use the Customer Fibers and the Lease for any lawful purpose. Customer acknowledges and agrees that it has no right to use any fibers, other than the Customer Fibers, included or incorporated in the Lumen System, and that Customer will keep any and all of the Lumen System free from any liens, rights or claims of any third party attributable to Customer.

3.3.3 Customer will not use the Customer Fibers in a way which physically interferes in any way with or otherwise adversely affects the use of the fibers, cable or conduit of any other Person using the Lumen System.

3.3.4 Notwithstanding anything to the contrary in the Agreement, Customer covenants and agrees that Customer will not, and that Customer will have no right to assign, sell, lease, sublease or transfer any right or interest in the Lease or the Customer Fibers. Lumen may enjoin Customer from any attempt to violate the provisions of this Section.

3.3.5 Customer will use the Dark Fiber and any capacity on the Dark Fiber for Customer's internal network purposes only. Customer is expressly prohibited from reselling the Dark Fiber or any capacity provisioned over the fiber.

3.4 Insurance. Throughout the Lease Term, Customer will maintain reasonable and customary types and amounts of insurance, meeting all state requirements, with insurance companies authorized to transact business in the applicable state(s) where the Customer Fiber is located.

3.5 Representations and Warranties. Customer acknowledges and agrees that Customer's sole rights and remedies with respect to any defect in or failure of the Customer Fibers to perform in accordance with the specifications set forth in **Exhibit A** will be limited to the particular vendor's or manufacturer's warranty. If any maintenance or repairs to the Lumen System are required as a result of a breach of any warranty made by any manufacturers, contractors or vendors, Lumen will pursue all remedies against such manufacturers, contractors or vendors on behalf of Customer, and Lumen will reimburse Customer's costs for any maintenance Customer has incurred as a result of any such breach of warranty to the extent the manufacturer, contractor or vendor pays such costs.

4. Reserved.

5. Definitions. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

"Acceptance Date" means the date when Customer delivers (or is deemed to have delivered) notice of acceptance of a Connection Notice with respect to a Segment in accordance with this Service Schedule.

"Cable" means the high fiber count fiber optic cable owned by Lumen.

"Costs" means the actual direct costs paid or payable in accordance with the procedures generally used by Lumen in billing third parties for reimbursable projects, including the following: (A) the direct costs and out-of-pocket expenses on a direct pass-through basis, plus (B) 30% of the amount set forth in (A) above for project planning expenses and internal labor costs, including wages, salaries, benefits and overhead of Lumen's personnel.

"Customer Commit Date" or "CCD" means the date that the Metro Dark Fiber Service will be available to Customer as set forth in the Connection Notice subject to force majeure events.

"Customer Fibers" means the number of fibers set forth in an Order to be specifically identified in the Cable between the Segment End Points for a particular Segment.

"Dark Fiber" means fiber provided without electronic and/or optronic equipment and which is not "lit" or activated.

"Governmental Authority" means any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including courts, public utilities and sewer authorities.

"Installation Fee" means the non-recurring charge, including costs of construction, for the provisioning of the Customer Fibers for Customer's use.

"Lateral Segment" means a Segment that connects the metropolitan backbone of the Lumen System to a location where Lumen has already completed construction at the time of Customer's request.

"Lease Fee" means the fee specified in an Order.

"Lumen System" means Lumen's multi-conduit fiber optic communications system.

"Loop or Ring" means a group of Segments as delineated in an Order.

"Person" means any natural person, corporation, partnership, limited liability company, business trust, joint venture, association, company or Governmental Authority.

"Riser Segment" means a Segment that connects a Lateral Segment within a building to another location within the same building for which Lumen or a Lumen-designated or approved third-party has begun or completed construction at the time of request by Customer.

"Segment End Point Facilities" means such facilities (including gateways, synergy sites and terminal facilities but excluding regeneration facilities and opamp facilities) which are owned, leased or otherwise used by Lumen to accommodate or house switch equipment, fiber optic transmission and/or associated ancillary equipment to serve as a switch terminal, transport concentrator, hub terminal or junction.

Exhibit A

1. Metropolitan (Local Loop) Network Fiber Acceptance Testing Procedures and Standards

Metropolitan Customer Fiber

After Lumen has completed end-to-end connectivity on the fibers, bi-directional span, testing will be performed. Loss measurements will be recorded using an industry-accepted laser source and a power meter. OTDR traces will be taken and splice loss measurements will be recorded and summarized on data sheets. Copies of all data sheets will be made available to Customer.

- The power loss measurements will be made at 1310 nm and 1550 nm and performed bi-directionally.
- OTDR traces will be taken in both directions at 1310 nm and 1550 nm.
- The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:
 - G.652 (ie. SMF-28, AllWave, Ultra, & ULL)
 - (1) At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.10 \text{ dB} \times \text{number of splices})$.
 - (2) At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.10 \text{ dB} \times \text{number of splices})$.
 - G.655 Negative Dispersion (ie. MetroCor & LS)
 - (1) At 1310nm: $(0.50 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.40 \text{ dB} \times \text{number of splices})$.
 - (2) At 1550nm: $(0.25 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.
 - G.655 Non-negative dispersion fiber (ie. LEAF & TrueWave)
 - (1) At 1310nm: $(0.50 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.40 \text{ dB} \times \text{number of splices})$.
 - (2) At 1550nm: $(0.25 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.
- OTDR testing only will be performed for bare fiber (unterminated fiber).
- Power meter testing only will be provided for spans that do not include any field splices.
- Spans of high distances will be tested at 1550 nm only; the cutoff distance where only 1550 nm tests will be performed is approximately 50-60 km (the actual cutoff distance will be dependent upon the actual loss characteristics of the span, which itself is based upon the attenuation of the fiber and the number of splice points).
- In the event live traffic is placed on fibers prior to delivery, fibers will be deemed acceptable without final testing and will require no testing or documentation for splices.
- Events close in proximity to a launch (connectors or splices in a building) are not required in documentation.
- In addition, events based upon fiber-specific circumstances may cause fibers to be considered acceptable. In these instances, Lumen will provide background regarding the circumstances for the anomalous fibers.

Splices, Connectors, & Reflections

- Splice losses will be a bidirectional averaged value of .250dB or less per splice when measured with an OTDR at 1550nm. If after 3 splice attempts, Lumen can produce a loss value of .500 dB or less bidirectionally at 1550 nm, this will be acceptable. Fibers exceeding .500dB will not be accepted.
- Connector losses will be a bidirectional averaged value of .500dB or lower bidirectionally per mated pair when measured with an OTDR at 1550nm.
- Reflections will be -45.0dB or lower per mated pair when measured with an OTDR at 1550nm.
- ORL will be 29.0dB or higher per fiber span when measured with an OTDR or Power Meter at 1550nm. (i.e., a measurement of 29dB to 40dB is acceptable).

Regarding fiber terminated at a Segment End Point Facility which is subsequently delivered to a Customer-owned optical termination panel in a colocation space:

- Fiber testing will be conducted at the Segment End Point.
- End-to-end connectivity testing will include loss from fiber attenuation, splices, and connectors at the Lumen-owned optical termination panel port (OSX). The data will not include the fiber/cable and connectors from the optical termination panel to the Customer colocation space.
- The fibers will be terminated at the Customer colocation space to the Lumen-designated optical termination panel with SC-PC to SC-PC connectors, unless another type of connector is agreed upon by both parties.
- Pigtailed and jumpers, when provided, will be manufactured with standard single mode fiber or equivalent. Fibers will be terminated in a fiber 1: port 1, fiber 2: port 2 arrangement unless otherwise specified by Lumen.

Any testing beyond the Segment End Point will be performed in a coordinated fashion, so that Customer will connect and test the fiber owned by it in conjunction with Lumen's testing of the Customer Fibers. If the entire tested portion does not satisfy the testing criteria set forth in this Service Schedule, Customer and Lumen will work together in good faith to pinpoint the cause of the problem and each party will be responsible for the timely performance of such repairs on the fibers owned by it (so that Lumen will only be responsible for repairs needed to bring the Customer Fibers into compliance with this Exhibit). Lumen may (in the event of a dispute respecting testing and acceptance of the Customer Fibers within any such Segment) arrange to have the Customer Fibers tested only to the Segment End Point and, if such Customer Fibers meet the testing criteria set forth in this Service Schedule, Customer will accept such Customer Fibers.

Exhibit B
Maintenance Requirements and Procedures

Maintenance

Scheduled Maintenance. Routine maintenance and repair of the Customer Fibers ("Scheduled Maintenance") will be performed by or under the direction of Lumen, at Lumen's reasonable discretion. Scheduled Maintenance will commence with respect to each Segment upon the Lease Effective Date.

Unscheduled Maintenance. Non-routine maintenance and repair of the Customer Fibers that is not included as Scheduled Maintenance ("Unscheduled Maintenance") will be performed by or under the direction of Lumen. Unscheduled Maintenance will commence with respect to each Segment upon the Lease Effective Date. Unscheduled Maintenance will consist of:

- "Emergency Unscheduled Maintenance" in response to an alarm identification by Lumen's Operations Center, notification by Customer or notification by any third party of any failure, interruption or impairment in the operation of fibers within the Lumen System, or any event imminently likely to cause the failure, interruption or impairment in the operation of fibers within the Lumen System.
- "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the Lumen System not covered by Scheduled Maintenance. Customer will immediately report the need for Unscheduled Maintenance to Lumen in accordance with reasonable procedures promulgated by Lumen from time to time. Lumen will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

Operations Center

Lumen will operate and maintain a Network Operations Center ("NOC") staffed 24 hours a day, seven days a week by trained and qualified personnel. Lumen's maintenance personnel will be available for dispatch 24 hours a day, seven days a week. Lumen will not be responsible for monitoring the performance or operation of the Customer Fibers. If Customer detects a failure in the operation of the Customer Fibers which may indicate the need for Unscheduled Maintenance, Customer will report same to Lumen's OC.

Planned Service Work Period

Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. The intent is to avoid jeopardy work during high-traffic periods.

Cooperation and Coordination

- In performing its Services under this Service Schedule, Lumen will take workmanlike care to prevent impairment to the signal continuity and performance of the Customer Fibers. The precautions to be taken by Lumen will include notifications to Customer. In addition, Lumen will reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. If any Scheduled or Unscheduled Maintenance under this Service Schedule requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of Customer, then Customer will, at Lumen's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel will coordinate and cooperate with Lumen in performing such maintenance as required of Lumen under this Service Schedule.
- Lumen will notify Customer at least seven calendar days before the date in connection with any Planned Service Work Period ("PSWP") of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer will have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with Lumen's ability to perform its obligations under the Agreement. If Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Lumen will notify Customer at Lumen's earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity.

Cable/Fibers

- Lumen will have its first maintenance personnel at the site requiring Emergency Unscheduled Maintenance activity within four hours after the time Lumen becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by force majeure events. Lumen will maintain a toll-free telephone number to contact personnel at the NOC. Lumen's NOC personnel will dispatch maintenance and repair personnel along the system to handle and repair problems detected in the Lumen System: (i) through the Customer's remote surveillance equipment and/or upon notification by Customer to Lumen, or (ii) upon notification by a third party.
- Lumen will maintain sufficient capability to teleconference with Customer during Emergency Unscheduled Maintenance to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including the event of Emergency Unscheduled Maintenance, Lumen will use reasonable efforts to repair traffic-affecting discontinuity within four hours after Lumen's representative's arrival at the problem site. To accomplish such objective, it is acknowledged that the repairs so

affected may be temporary in nature. In such event, within 24 hours after completion of any such Emergency Unscheduled Maintenance, Lumen will commence its planning for permanent repair, and promptly will notify Customer of such plans, and will implement such permanent repair within an appropriate time afterward. Restoration of open fibers on fiber strands not immediately required for service will be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair will be scheduled for the next available PSWP.

- Lumen's representatives that are responsible for initial restoration of a cut cable will carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. Lumen will maintain and supply an inventory of spare cable in storage facilities supplied and maintained by Lumen at strategic locations to facilitate timely restoration.

Restoration

- Lumen will respond to any event giving rise to the need for Unscheduled Maintenance (in any event, an "Outage") as quickly as possible (allowing for delays caused by force majeure events) in accordance with the procedures set forth in this Service Schedule.
- When restoring a cut cable in the Lumen System, the parties will work together to restore all traffic as quickly as possible. Lumen, promptly upon arriving on the site of the cut, will determine the course of action to be taken to restore the cable and will begin restoration efforts. Lumen will splice fibers tube by tube or ribbon by ribbon or fiber buffer by fiber buffer, rotating between tubes, ribbons or buffers operated by the parties having an interest in the cable, including Customer and all future fiber users of the system (collectively, the "Interest Holders"); provided that, operating fibers (i.e., fibers which have been jumpered to Customer's or another party's space or equipment) in all buffer tubes or ribbons or fiber bundles will have priority over any non-operating fibers in order to allow transmission systems to come back on line; and provided further that, Lumen will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. Notwithstanding the foregoing, Lumen does not guarantee any specific rotational prioritization for Customer in light of the overriding requirement for expediency in restoration of services to all parties.

Facilities

Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of the Customer Fibers, none of which is included in the maintenance services to be provided under in this Service Schedule.

Subcontracting

Lumen may subcontract any of the maintenance services under this Service Schedule; provided that Lumen will require the subcontractor(s) to perform in accordance with the requirements and procedures set forth in this Service Schedule. The use of any such subcontractor will not relieve Lumen of any of its obligations in this Service Schedule.

LUMEN® CPE SERVICE SCHEDULE

1. **General.** This Service Schedule for Products and Services is attached to and subject in all respects to the Agreement between Lumen and Customer. Lumen is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities (“Lumen”). Capitalized terms not defined in this Service Schedule are defined in the Agreement. Lumen will provide Products and Services under the general terms of the Agreement, this Service Schedule, the CPE Service Guide, any Order, and any other applicable Service Attachment. This Service Schedule may not be used for the purchase of voice, video, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Products and Services under this Service Schedule, the following order of precedence will apply in descending order of control: this Service Schedule, the CPE Service Guide, the general terms of the Agreement, any Order, and any other applicable Service Attachment.

1.1 **Limitations of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, LUMEN'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO PRODUCTS AND SERVICES PURCHASED UNDER THIS SERVICE SCHEDULE, UNLESS OTHERWISE STATED IN THE CPE SERVICE GUIDE OR ORDER, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE ORDER RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE ORDER.

CUSTOMER SHALL HAVE RESPONSIBILITY FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S (i) ACTS, OMISSIONS, OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL “911” IN THE UNITED STATES AND (ii) ANY ACTS OR OMISSIONS BY THE CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF PRODUCT AND SERVICES WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

1.2 **Access to Emergency Response Services.** *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”) where the Service fails or degrades for any reason, such as failures resulting from power outages and CPE failure (e.g., Internet connectivity). Customers with CPE capable of supporting 911 emergency services will be responsible for separately coordinating with their network or premise-based solution service provider for acquisition and support of 911 emergency services.*

Customer acknowledges that the purchase of CPE stand-alone does not render Customer compliant with federal regulations pertaining to dispatchable location for non-fixed voice services and further acknowledges that Customer may need to purchase additional capabilities from a third-party supplier to be compliant. Customer is solely responsible for ensuring its use of voice services is compliant with all regulations applicable to those services.

2. Lumen CPE Products and Services.

2.1 **Purchase.** Customer may purchase Products and Services by executing an Order to Lumen. “Order” means either (a) a written document issued by Customer for the procurement of Products and Services from Lumen; or (b) a Lumen quote or service order signed by Customer. The Order must include, as applicable, the (a) part numbers, (b) quantities, (c) descriptions, (d) manufacturer system identifiers and/or serial numbers, (e) maintenance prices, and (f) Maintenance Term. Customer's purchase of Products and Services is subject to and controlled by the CPE Service Guide. Customer will comply with the terms and conditions set forth in the CPE Service Guide, which is available at <https://www.lumen.com/service-guides>. By executing an Order with Lumen, Customer warrants that Customer has read and agrees to the terms and conditions of the CPE Service Guide. Lumen reserves the right to amend the CPE Service Guide at any time. Customer's continued use of Products and Services constitutes acceptance of those changes. If an Order issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Schedule or the CPE Service Guide in any way whatsoever, notwithstanding any provisions in an Order to the contrary. Any Order must (a) reference and incorporate this Service Schedule, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the CPE Service Guide.

2.2 **Lease Option.** Customer may lease certain Products and Services pursuant to a separate lease agreement with a third-party lease provider or with Lumen (the “Lessor”). Lumen will provide the Product to Customer and receive full payment for the Product from the Lessor. If Customer fails to comply with the Lease, including without

limitation, any requirements for final acceptance of the Product, which results in the Lessor's refusal to pay Lumen in full for the Product, Customer agrees to pay Lumen in full for the Product. Until Lumen is paid in full for the Product, Customer will at its own expense, keep the Product free and clear of any claims, liens, and encumbrances of any kind. "Lease" means a separate agreement with a third-party lease provider or with Lumen used to finance Product.

3. Customer Responsibilities.

3.1 Acceptance. For Products, "Acceptance" means Customer agrees that Lumen has delivered the Products identified in the applicable Order. Customer agrees that Lumen has delivered the Products when either; (a) the Products ship from the manufacturer where Lumen does not install the Products; or (b) the Products are delivered to Customer where Lumen or Lumen's designated third party installs or configures the Product. Customer will notify Lumen in writing of any portion of Products that do not operate materially in accordance with the manufacturer's specifications. Failure to notify Lumen within 10 days of actual delivery date constitutes final Acceptance. Lumen will have the right to cure any rejected portion of the Products. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

For Services, "Acceptance" means Customer agrees that Lumen has provided the applicable Services identified in the applicable Order. For maintenance Services, Customer agrees that Lumen has provided the Services when; (a) Customer Service Entitlement is established with Product manufacturer, and (b) Customer is notified of Entitlement by Lumen. "Entitlement" means Product manufacturer is obligated to provide Services to Customer. Customer will notify Lumen in writing of any portion of the Services that is unacceptable. Failure to notify Lumen within 10 days of Entitlement/job completion notification constitutes final Acceptance. Lumen has the right to cure any portion of the Services that has been rejected. Any portion that is not rejected and which is functionally divisible may be invoiced separately.

3.2 Charges. Charges for Products and Services will be specified in each Order and are due upon Customer's receipt of the invoice or as otherwise stated in the applicable Order. Non-recurring charges will apply to the purchase of CPE, Installation and all Maintenance types. Monthly recurring charges will apply to the purchase of CPEaaS. Certain charges and fees, including but not limited to expedite fees, may be set forth in the CPE Service Guide. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Charges are billed on an annual basis for non-standard part support and manufacturer-provided maintenance Services. The first annual payment is due upon Customer's receipt of Lumen invoice, and subsequent payments are due in full at the beginning of each subsequent year throughout the Service Term or for the full term. Lumen may cease providing the applicable Products and Services if payment is not made when due. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed Order. The MRC for CPEaaS will be used to calculate Contributory Charges, if applicable.

3.3 Term; Termination; Termination Charges. This Section replaces the Cancellation and Termination Charges section in the Agreement. The Products and Services will continue for the term specified in the applicable Order or the period of time necessary to perform the Products and Services identified in the applicable Order is complete ("Service Term"), unless terminated by either party pursuant to the terms of this Service Schedule. Except as otherwise provided, either party may terminate an applicable Products and Services upon 60 days prior to the estimated ship date via written notice. Customer cannot terminate Orders for Products provided on a drop ship basis without prior written authorization from Lumen and issuance of a return material authorization ("RMA") number pursuant to Lumen's RMA Policies set forth in the CPE Service Guide. Customer will remain liable for charges accrued for the applicable Products and Services but unpaid as of the termination date plus, if applicable, any Termination Charges. Termination Charges are waived if Customer and Lumen execute a new Order with a value equal to, or greater than, the balance of the terminated Order and specifically designed to offset the terminated Order. For Products, Termination Charges equal 25% of Product price to Customer ("Restocking Fees"). Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to Lumen. If Customer breaches its obligations relating to an Order for Products after delivery, Lumen may, in addition to the Termination Charges and any other remedies: (a) declare all sums due and payable immediately; (b) discontinue discounts related to the Products; (c) cease installation or delivery or disconnect and deactivate Products until amounts due are paid; or (d) retake possession of Products and retain all sums paid by Customer as a setoff against expenses incurred.

For non-standard part maintenance Services, Termination Charges equal the (monthly rate of service(s) terminated) x (20%) x (months remaining in the term of the service). For manufacturer-provided maintenance Services, Termination Charges equal the unpaid balance for Service remaining in the Service Term. For Promet Maintenance and Centurion Maintenance Services, if Lumen has agreed to accept payment for Service in installments, Termination Charges equal 100% of any charges for Service that would have become due during the remainder of the Service Term.

The Service Term for CPE as a Service ("CPEaaS") commences upon Acceptance and will continue for the number of months set forth in the Order. Upon completion, the Service Term for CPEaaS will (a) expire for orders placed on or after December 17, 2018; or (b) automatically renew at the same rate for orders placed prior to December 17, 2018, and number of months (the "Renewal Service Term") unless, with at least 60 days' prior written notice, either party elects to terminate the Renewal Service Term. For orders placed prior to December 17, 2018, "Service Term" for CPEaaS means the first Service Term and each Renewal Service Term, as applicable. Termination Charges for CPEaaS equal (c) 100% of any charges for Service that would have become due during the remainder of the Service Term and (d) if notice of termination is received less than 60 days prior to expiration of the Service Term, and Lumen has already ordered the maintenance from its vendor for any applicable Renewal Service Term, Customer will also pay 100% of the amount paid by Lumen to the third party maintenance provider.

4. Definitions.

"Customer Premises Equipment" or "CPE" consists of hardware, software, and materials used in the transport and/or termination/storage of data, video and voice transmission.

"Products" means CPE and Software offerings from Lumen.

"Services" means offerings from Lumen that (a) CPE Maintenance and Software Maintenance, (b) install, maintain or manage CPE; (c) support Customer network management objectives, or (d) are consulting, professional, technical, development, and/or design services.

LUMEN DISTRIBUTED DENIAL OF SERVICE MITIGATION SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Distributed Denial of Service Mitigation Service ("DDoS Mitigation Service"), Lumen® DDoS Hyper® or Application Protection Services (collectively, "Services") provided by Lumen. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. Distributed Denial of Service Mitigation Service may be designated as "DDoS," "Denial of Service," "Distributed DoS Service," "DDoS Mitigation Service" or "Distributed DoS Mitigation Service" in Orders, Order acceptance, service delivery, billing and related documents. Application Protection Services may also be referred to as Web Application and API Protections, WAF services and/or Web Application Firewall services in Orders, Order acceptance, service delivery, billing and related documents. Certain DDoS Mitigation Service features orderable online via self-serve may be referred to as "Lumen® DDoS Hyper®" or "DDoS Hyper". In addition, certain Application Protection Services are orderable online via self-serve, so long as Customer is also purchasing DDoS Hyper. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides the Services to Customer (the "Agreement"). If a conflict exists among the provisions of the Service Attachments, the order of priority will be this Service Schedule, the Agreement, the Service Guide, and the Order(s). Certain Services are subject to geographic and/or feature availability and may require additional terms and may be provided by Lumen's vendor.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 DDoS Mitigation Service.

2.1.1 DDoS Mitigation Service is available on Customer's separately purchased Internet services. The Order will specify the type of DDoS Mitigation Services and whether the Services are Always-On or On-Demand. Additional DDoS Mitigation Service options that Customer will select and that will be identified in the Order are listed below or in the Service Guide.

2.1.2 DDoS Mitigation Service includes and protects Customer IP addresses up to a combination of 256 /24 of IPv4 or 256 /48 of IPv6. Unlimited protected IP addresses, which may also be referred to as unlimited address space size or unlimited address space, are optional and can be purchased for an additional monthly recurring charge.

2.1.3 Additional features or functionality described in an Order, and not described or referenced in this Service Schedule will be provisioned at then current rates pursuant to Lumen's then-current Service Schedule and/or Service Guide applicable to the features or functionality, both of which are located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>.

2.1.4 Notwithstanding anything in the Agreement to the contrary, Lumen may, in its sole and absolute discretion, use a vendor for any or all of the work to be performed (e.g. installation) or Services provided (e.g. Application Protection Services) under this Service Schedule, provided that Lumen will remain responsible for the performance of its obligations in this Service Schedule. Services that work in conjunction with DDoS Mitigation Services (i.e. internet services) are subject to separate Service Schedules.

2.1.5 On-Demand Service. For On-Demand Service, once the Mitigation Infrastructure is engaged, if an identifiable Attack is not seen by Lumen within 48 hours, Lumen will coordinate with Customer and obtain consent from Customer (which will not be unreasonably withheld) to return Customer to normal conditions. Upon receipt of Customer consent, Lumen may continue to maintain traffic on Mitigation Infrastructure for an agreed-upon limited time period. Upon confirmation of an Attack and with the cooperation of Customer, Lumen will route Customer's IP traffic to the Mitigation Infrastructure designed to filter malicious Attack traffic and pass through legitimate traffic in order to Mitigate the potential disruptions caused by an Attack. However, due to the varying nature of Attacks, Lumen

cannot warrant that all Attacks will be detected and/or Mitigated; nor does Lumen warrant that all IP traffic patterns that initially appear to be Attacks are actual Attacks.

2.1.6 Always-On Service. For Always-On Service, the diverted traffic entering Lumen's Mitigation Infrastructure will be inspected and filtered of Attack traffic based on predefined filters agreed upon by Lumen and Customer. Customer must report to Lumen any new Attacks not effectively blocked by predefined filters. Lumen will respond to new requests for Mitigation in accordance with the TTM SLA.

2.2 Application Protection Services. Application Protection Services collectively refers to a set of software applications (i.e. all provided as software as a service) made available through Lumen and more fully described in the Service Guide. Application Protection Services utilizes DNS entry updates as a mechanism to enable access to Application Protection Service. Lumen will assign virtual IP addresses ("VIPs") that the Customer will point to either directly or via another DNS record. Customer is responsible for updating Customer's DNS entries to Lumen-provided information in order to access the Service. Application Protection Service requires Customer to provide Lumen with a SSL certificate for each software application purchased by Customer.

2.3 Service Level Agreements ("Service Levels").

The following Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes an outage or failure for Service credit purposes will be determined by Lumen on the basis of available records, data and other evidence, including through the use of third party monitoring tools. Credits are only available against the MRC for the affected Service. The Service Levels stated below apply to the Mitigation aspect of Service. Service Levels do not apply to any Service features not expressly identified in this section, or Service outages or failures due to Excused Outages, Suspension or Chronic Problems.

DDoS Mitigation Service Levels, Service Credits and Chronic Outages. Lumen will use commercially reasonable efforts to ensure the Mitigation Infrastructure is available to Customer one hundred percent (100%) of the time once Customer's IP traffic is routed to the Mitigation Infrastructure in response to a confirmed Attack and until Customer's IP traffic is re-routed back to normal following cessation of the Attack (the "Mitigation SLA"). For purposes of this Mitigation SLA, a "Mitigation Service Outage" means that the Mitigation Infrastructure is unavailable to Customer to the extent that Customer is routing traffic through the Mitigation Infrastructure (i.e., the Customer cannot pass traffic through the Mitigation Infrastructure) for more than 60 consecutive seconds. If the Mitigation SLA is not met, the following remedies will apply:

<u>Mitigation Service Outage Duration</u>	<u>Service Credit</u>
>60 consecutive seconds ≤4 consecutive hours	3 days of the MRC*
>4 consecutive hours	5 days of the MRC*

*The Service credit is based on the MRC associated with the affected Service at the affected location. Per day calculation based on a 30 day calendar month.

In no event will Customer receive a credit for more than one (1) Mitigation Service Outage per day pursuant to the terms of this Section 2.3 (A), regardless of the number of times Lumen fails to comply with the Mitigation SLA during that day.

Chronic Outages. In addition to the above credit(s), Customer will be entitled to terminate the affected DDoS Mitigation Service without early termination liability within 30 calendar days of the date/time the right of termination is triggered if any of the following apply:

- (i) a single, continuous Mitigation Service Outage extends for 10 or more consecutive days; or
- (ii) 7 separate Mitigation Service Outages each lasting at least 60 minutes in a 90 day period; and
- (iii) if Customer has separately procured from Lumen an IPVPN circuit or Lumen Internet Service circuit as part of the DDoS Mitigation Service, Customer's termination rights in this Service Schedule extend to the applicable IPVPN Service or Lumen Internet Service.

DDoS Mitigation Service Time to Mitigate ("TTM") Service Level ("SLA"). Lumen agrees to deploy Mitigation following Customer approval (which may be verbal) and Customer properly routing traffic to the Mitigation Infrastructure during an Attack. The TTM SLA is measured in minutes commencing from either (i) the time Lumen obtains Customer approval and Customer properly routing traffic to the Mitigation Infrastructure during an Attack, or (ii) the time of automated initiation by Flow Based Monitoring ("FBM") to route Customer's traffic to the Mitigation

Infrastructure when an Attack is detected (“Auto-Mitigation”) until the time (in minutes) Lumen deploys countermeasures to initiate Mitigation. The applicable TTM SLA for each type of Attack is set forth below.

Attack Type	TTM SLA for On-Demand without Auto-Mitigation	TTM SLA for On-Demand with Auto-Mitigation	TTM SLA for Always-On
UDP/ICMP Floods SYN Floods TCP Flag Abuses DNS Reflection DNS Attack HTTP GET/POST Attacks*	10 minutes	5 minutes	2 minutes

*HTTP Get/Post Attack Mitigation requires a subscription to the Web Application Firewall and BOT Management (WAF/BOT) service .

If the TTM SLA is not met, the following remedies apply:

Time to Initiate Mitigation
 >10 minutes ≤ 60 minutes
 >60 minutes ≤ 6 hours
 >6 hours

Service Credit
 1 day of the MRC*
 2 days of the MRC*
 7 days of the MRC*

*The Service credit is based on the MRC associated with the affected Service at the affected location. Per day calculation based on a 30 day calendar month.

If the TTM SLA is not achieved three or more times in a single day, Lumen will provide a single credit for that day equal to the maximum 7 days of the MRC credit.

If 3 or more TTM SLAs are not met during a calendar month, in addition to Service credits, Customer will have the right to terminate the applicable Service without early termination liability; provided that the right of termination is exercised within 30 days following the date/time the right of termination is triggered.

Customer is deemed to have pre-approved Mitigation for the Auto-Mitigation option or Always-On and the SOC does not have to call Customer for permission to start Mitigation. Certain mitigation countermeasures related to FBM Service may be pre-authorized by Customer. If a countermeasure is required that has not been pre-authorized (e.g. in addition to the pre-authorized countermeasures), verbal approval is required from Customer to deploy such countermeasure.

Mitigation requiring traffic analysis and custom signature development are not covered under the TTM SLA.

(C) DDoS Mitigation Service Attack Monitoring Services Time to Notify Service Level (FBM and AMM Cloud Signaling Services only).

If Customer orders FBM Service or AMM Cloud Signaling Service, Customer may request a credit as set forth below if an Attack Monitoring Failure to Notify Event (“FTN Event”) occurs. An FTN Event is an Event in which an Attack Monitoring DDoS alert occurs but steps to notify Customer within a period of 15 minutes from the time that Lumen receives a “Type DDoS” alert are not taken. Timely efforts to notify Customer whether via email or phone satisfy the requirement to take such steps whether or not the Customer can be reached.

For each FTN Event that occurs during a calendar month, upon Customer request Lumen will provide a service credit equal to the pro-rated charges for 3 days of the MRC applicable to the affected Service. If 3 or more FTN Events occur during a calendar month, in addition to service credits, Customer will have the right to terminate the affected FBM Service or AMM Cloud Signaling Service without early termination liability; provided that the right of termination is exercised within 30 days following the date/time the right of termination is triggered.

(D) General Terms for all Service Levels.

Lumen continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other modifications to any software, equipment or hardware utilized by Lumen to provide the Services,

at any time. Lumen will use reasonable efforts to make such changes during the Regularly Scheduled Maintenance window.

To be eligible for SLA credits, Customer must be current in its obligations, and Customer must contact Lumen Billing Inquiries via the contact information provided on their invoice, open a ticket in the Portal or contact their account manager to report any issue for which Customer thinks a Service Level may apply within 30 calendar days after the issue occurs. Credits will not apply to any custom service. Duplicative credits (e.g., for both a Mitigation SLA and a TTM SLA) will not be awarded for a single failure or outage. If a single failure or outage triggers both the Mitigation SLA and TTM SLA, Customer will be entitled to receive the higher of the two credits. The aggregate credits under subparts (A), (B) and (C) above to be provided in any calendar month will not exceed 100% of the MRC of the affected Service. Cumulative credits in any one month must exceed \$100.00, or local currency equivalent, to be processed. The Service credits and termination rights stated in this Service Schedule will be Customer's sole and exclusive remedies with respect to the DDoS Mitigation Service and related Services provided under this Service Schedule.

3. Customer Responsibilities. Lumen will not be liable for any failure to perform due to Customer's failure to fulfill Customer's responsibilities and requirements as detailed in this Service Schedule or due to Customer's errors or omissions in setting up the environment.

3.1 Charges.

3.1.1 Unless otherwise provided in the Service Guide, Service will be billed monthly in advance. DDoS Mitigation Service rates are up to a predefined bandwidth level designated on the Order. Charges consist of 2 components: (a) a non-recurring charge, ("NRC", "One Time Charges", or similar references"), if applicable, and (b) a monthly recurring charge ("MRC", "Monthly Charge", or similar references).

3.1.2 Lumen reserves the right to use dynamic exchange rates to calculate all non-USD billing. This means that the exchange rate published on the day each respective monthly invoice is created will be the exchange rate used to appropriately convert the invoiced amounts from USD to the applicable currency. In the alternative, Lumen reserves the right to adjust the exchange rates on a regular basis (e.g., monthly). Exchange rate adjustments will not be deemed a rate adjustment.

3.1.3 Expedite Service. Certain DDoS Mitigation Services are eligible for expedited "turn-up" of Service for an additional one-time charge ("Expedited Service"). Customer acknowledges and agrees that requesting the Expedited Services means acceptance of the DDoS Mitigation Services for the Service Term specified in the Order and cooperating with Lumen to ensure the DDoS Mitigation Services ordered can be installed and provided. If Customer does not cooperate and accept the Services after the Expedited Services have been turned up, Customer will be billed and agrees to pay 100% of the MRC multiplied by the number of months remaining in the Service Term. Lumen will exercise good faith efforts to turn up Expedited Service for GRE Service in one (1) business day; however this is a nonbinding objective. For DDoS Mitigation Service other than GRE Service, the Order will be processed in a prioritized manner. If Customer orders Expedited Service, there is no Portal access and no Service Levels will apply to Expedited Service during the first seven (7) days of service.

3.1.4 Lumen reserves the right to suspend Expedited Service, DDoS Mitigation Services and/or DDoS Hyper at any time if Customer fails to satisfy credit requirements which may be imposed after the completion of a credit review; even if Service is provisioned.

3.2 Service Commencement Date.

3.2.1 The Service Commencement Date for DDoS Mitigation Service begins on the date stated on the Connection Notice. The Connection Notice for DDoS Mitigation Service will be issued either upon: (i) successful completion of Service Validation or (ii) after Lumen has provisioned all components of the Service that Lumen can provision without Customer's assistance. If there are multiple locations, billing for each location will automatically begin when Lumen completes provisioning. No additional Connection Notices will be provided. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

3.2.2 The Service Commencement Date for Application Protection Service is the date stated on the Connection Notice, which is 21 calendar days after issuance of a Connection Notice. The Connection Notice will be issued when the applicable software is made available for Customer's use.

3.2.3 The Service Commencement Date for DDoS Hyper begins on the date stated on the Connection Notice, which is 5 calendar days after issuance of a Connection Notice. The Connection Notice is issued when at least 1 clean traffic return path has been provisioned.

3.3 Term; Renewal; Termination. This Section 3.3 applies in lieu of any other term, cancellation, and termination section, including any available rights of termination that may be in the Agreement.

3.3.1 Term; Renewal. DDoS Mitigation Service and Application Protection Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the Order ("Service Term"). SOC Advanced Support Services have a month-to-month term. Except for Application Protection Services, which automatically expire at the end of the Service Term, DDoS Service will automatically renew for subsequent month to month terms upon expiration of the initial Service Term. Renewal terms for third party software may be determined by the applicable third-party provider.

3.3.2 Termination. If DDoS Mitigation Service is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than Lumen's default, and prior to the conclusion of the applicable Service Term, then Customer will be liable for the early termination charges set forth in the Agreement. If Application Protection Service is terminated prior to expiration of the applicable Service Term, either as part of a DDoS Mitigation Service termination or independently, Customer is responsible for 100% of the MRCs multiplied by the number of months remaining in the Service Term.

3.3.3 Subject to the early termination charges section above, if DDoS Mitigation Service is terminated for any reason, all other related Services provided under this Service Schedule will also be terminated; provided however Application Protection Services may continue to be provided to Customer independently of DDoS Mitigation Service. Customer may independently terminate Application Protection Services without affecting any in term DDoS Mitigation Services.

3.4 IP Addresses. If Lumen or an applicable Lumen vendor, grants to Customer a right to use an IP address as part of the provision of Service, Customer acknowledges and agrees the IP address is owned or leased by Lumen or the applicable Lumen vendor and the IP address will revert to Lumen or the applicable Lumen vendor after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen or the applicable Lumen vendor may re-assign IP address(es) to another user.

If Lumen does not assign to Customer an IP address as part of the provision of Service, Customer represents and warrants that all title, right and interest in and to each IP address used by Customer in connection with the Service is owned exclusively by Customer and/or Customer has all permissions necessary from the owner to enable Lumen and Customer to perform their obligations. Customer will defend Lumen and its affiliates from any claim, demand or action arising in connection with a breach of the foregoing warranty. Customer will also pay any costs of settlement, or any damages finally awarded by a court of competent jurisdiction against Lumen and payable to such third party as a result of such claim.

3.5 Customer Information. Customer must provide and maintain an English-speaking point of contact with current, complete, and accurate contact information at all times that is reachable 24/7 for the Service's required notifications, including for set-up and installation and should be authorized to consent to make or direct changes to the Customer's security infrastructure or architecture, as applicable.

3.6 Customer must cooperate with Lumen and Lumen's vendors in coordinating setup of the DDoS Mitigation Service, including but not limited to, placing the necessary routing device at the edge of Customer's environment and cooperating with Lumen in the rerouting of IP traffic to the Mitigation Infrastructure during an Attack.

3.7 Notification Responsibilities. Customer must provide Lumen with all the following notices: (i) 24 hours advance notice of any potential promotional events or other activities that may increase Customer's network or website traffic; (ii) immediate notice of any sudden events that may cause significant IP 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; (v) immediate notice if Customer believes it is under a DDoS Attack and provide Lumen with reasonable assistance to reroute the IP traffic to the Mitigation Infrastructure; (vi) immediate notice related to any changes to Customer's contact information, including email; and (vii) at least five (5) business days of any network topology or system changes that may affect the Service utilization or the effectiveness of the DDoS Mitigation counter-measures to avoid potential Service impacts. For changes that are Service or price impacting, changes must be agreed to in a new Order before the change will go into effect. If Customer doesn't comply with its notification responsibilities or if

Customer performs system changes without prior notification to Lumen. Lumen may not be able to provide the Service, or the Service may not function properly, including the inability to monitor traffic or the generation of false alerts. Lumen will work with the Customer to resolve chronic false positives and other nuisance alerts; however, if alerting issues are not resolved satisfactorily, Lumen may modify the DDoS Mitigation system configuration to reduce repetitive alarms caused by Customer system changes.

3.8 Due to the varying nature of malicious activity, Lumen cannot guarantee that all malicious activities intended to be blocked will be identified, detected and blocked. Customer must establish and consistently maintain reasonable and adequate security policies and devices for defense of its assets. Customer acknowledges that the Services are regarded as a tool that can be used as part of the Customer's overall security strategy, but not as a total solution. Customer acknowledges that Customer, and not Lumen, is responsible for Customer's own network security policy and security response procedures.

3.9 Customer understands and expressly consents that in the performance of its obligations in this Service Schedule, notwithstanding any other requirements in the Agreement between Lumen and Customer, Lumen (or its vendors) may route Customer traffic to the Mitigation Infrastructure which is located in a country other than the country of origination and/or destination of such traffic.

3.10 If Customer or Lumen detect the Service is being affected by a continuing error, conflict or trouble report, or similar issue (in each case a "Chronic Problem") caused by the Customer, Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to: (i) removing or modifying the existing Service configuration (or requesting Lumen to remove the same); or (ii) replacing Customer's equipment providing distributed denial of service Mitigation should that be deemed necessary. If Customer has not remedied the Chronic Problem within 30 days of request by Lumen, then Lumen may suspend or terminate the Service. The SLA will not apply and Customer will not be entitled to receive a credit or exercise a termination right under the SLA during periods of of Chronic Problems caused by Customer.

3.11 Installation/Setup. Customer will cooperate with Lumen by providing Lumen with all information concerning the Service reasonably requested by Lumen and a point of contact. Customer will provide data parameters that will allow Lumen to determine the proper threshold levels in an attempt to diagnose a DDoS Attack. Lumen may periodically require Customer to allow traffic monitoring to determine proper threshold levels.

3.12 Software. If any third-party software, including any corresponding documentation, is provided to Customer by Lumen in connection with the Service, Customer will defend Lumen and its affiliates from any claim, demand or action arising in connection with Customer's failure to use third party software in a manner not authorized by this Service Schedule. Customer will also pay any costs of settlement, or any damages finally awarded by a court of competent jurisdiction against Lumen and payable to such third party as a result of such claim. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems are up to date and supportable. Customer is solely responsible for the installation, operation, maintenance, use and compatibility of the Customer provided software or systems. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom, including for missed Service Levels.

For any third-party software designated Third Party Software or Service, Lumen offers quoting, ordering, and billing only. Customer acknowledges that fees, payment, pricing, billing, tax, and early termination terms are governed by the Agreement and this Service Schedule and Lumen reserves the right to exercise all available remedies under the Agreement, including Suspension or termination for non-payment. Customer will be required to agree (i.e., express, active acceptance or passive acceptance via these terms) to the applicable software licensor's or vendor's then current standard terms and conditions as a condition of having access to the Third-Party Software or Service.

3.13 Customer consents to Lumen and the applicable vendors or licensors collecting and compiling system and operational metrics data to determine trends and improve service capabilities. Lumen and its vendors and/or licensors may associate this data with similar data of other Customers so long as the data is merged in a manner that will not in any way reveal the data as being attributable to any specific Customer.

3.14 Testing. Customer will not attempt, permit, or instruct any party to take any action that would reduce the effectiveness of the Service. Without limiting the foregoing, Customer is specifically prohibited from conducting unannounced or unscheduled test DDoS Attacks, penetration testing, or external network scans on Lumen's network without the prior written consent of Lumen.

3.15 Change Request. Customers must request non-price impacting Service changes by opening a ticket or by contacting the SOC. Customers must provide complete authentication credentials when requesting changes. Any

non-emergency changes or service design changes that may be required outside of an Attack such as prefix additions and migration from On-Demand to Always-On require a change order.

Customers ordering Lumen® DDoS Hyper® must make changes to configurations, features and bandwidth via the online self-service interface. Changes to DDoS Hyper via the Portal that reduce the initial Service Term are not valid until the initial term is fulfilled.

3.16 Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Lumen relating to the Service or any other Lumen equipment.

3.17 Customers who have published RPKI ROAs are responsible for updating the Route Registry associated with their IP space and AS number to permit Lumen to advertise the applicable IP address to help ensure proper routing of legitimate traffic. If Customer does not update the registry accordingly Lumen's ability to mitigate some or all Attack(s) on Customer's IP address will be reduced.

3.18 Portal Use. If Lumen provides Customer with Portal access in connection with the Service, Customer will use access solely for use with the Service in accordance with this Service Schedule and the Agreement, and Customer will be responsible for any unauthorized access to or use thereof unless Customer can prove that access or use has not been caused by any culpable action or omission of Customer or attributable to Customer. A monthly recurring charge will apply to any Customer users in excess of ten (10) Customer users of the Service Portal. The Service uses two-factor authentication ("2FA") for access to the Portal. Customer must install two-factor authentication software to be used for validating identity while interacting with the Portal. The 2FA tokens will be disabled for accounts that have not been active in more than six (6) months requiring such users to request new tokens if they wish to reestablish access. In addition, as is part of any support requested by Customer, Lumen may need to access Customer information within the Portal and Customer's request for support constitutes its consent for Lumen to access the Portal information as needed.

4. Additional Service Limitations and Disclaimers.

4.1 Intellectual Property. If Lumen develops or creates any intellectual property as part of DDoS Mitigation Services ("DDoS Intellectual Property"), that DDoS Intellectual Property will be, and remain, the exclusive property of Lumen and will not be considered a work for hire. DDoS Intellectual Property includes, by way of example, playbooks, runbooks, reports, operational processes, and Lumen equipment configuration settings. Customer will have no right to sell, lease, license or otherwise transfer, with or without consideration, any DDoS Intellectual Property to any third party or permit any third party to reproduce or copy or otherwise use or see the DDoS Intellectual Property in any form and will use all reasonable efforts to ensure that no improper or unauthorized use of the DDoS Intellectual Property is made. Customer will not reverse engineer or de-compile any DDoS Intellectual Property, unless expressly permitted by applicable law. Customer will promptly, upon termination of this Service Schedule or upon the request of Lumen, deliver to Lumen all DDoS Intellectual Property without retaining any copy or duplicate; except that Customer may keep a copy of any report(s) provided by a PSSA subject to prior approval of Lumen and treatment of the reports as "confidential" pursuant to the terms of the Agreement. Customer is expressly prohibited from using any component of the DDoS Mitigation Service or DDoS Intellectual Property other than as expressly provided for in this Service Schedule.

4.2 Privacy/Data Protection. Customer acknowledges that Lumen may process personal information of Customer and/or its end users in connection with providing, monitoring, and managing the Services, including across national borders. Lumen may also disclose such information to its affiliates and underlying vendors for similar processing in connection with providing the Service or to comply with applicable law. Customer is responsible for complying with all privacy and data protection laws and regulations regarding Customer content, end users, and other relevant data Customer elects to process via the Services, including ensuring a valid legal basis and adequate notifications for all such processing. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security controls, information protection, and backup (if applicable) of any data, which may include the use of encryption technology to protect such data from unauthorized access or use. Given that Customer determines which data to process via the Service and which security measures to apply to such data, notwithstanding anything else to the contrary in this Service Schedule or the Agreement, Customer and not Lumen will be responsible for whether the Services are suitable to process the relevant data.

4.3 Additional Disclaimer of Warranty; Liability.

4.3.1 Customer acknowledges the Services endeavor to Mitigate security Events, but Events, even if determined to be Attacks, may not be mitigated entirely, or rendered harmless. Customer further acknowledges that it should consider the Service as just one tool to be used as part of an overall security strategy and not a guarantee of security.

The Service provided in this Service Schedule is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services in accordance with the SLA, the Services are otherwise provided "as-is." LUMEN MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED, THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, THAT ANY THIRD PARTY SOFTWARE PROVIDED BY CUSTOMER WILL BE COMPATIBLE WITH THE SERVICE AND/OR THAT LUMEN'S PERFORMANCE OF SECURITY SERVICES, INCLUDING ACTIVITIES OR TASKS WILL COMPLY WITH OR SATISFY ANY APPLICABLE GOVERNMENTAL OR INDUSTRY DATA SECURITY STANDARD. IF ACTIVITIES OR TASKS INCLUDE BY WAY OF EXAMPLE, MAKING RECOMMENDATIONS, PERFORMING ASSESSMENTS, TESTS, OR PROVIDING REPORTS CUSTOMER AGREES THAT SUCH ACTIVITIES ARE PROVIDED IN GOOD FAITH AS TO ITS ACCURACY AND LUMEN DOES NOT AND CANNOT GUARANTEE THAT SUCH ACTIVITIES, RECOMMENDATIONS, ASSESSMENTS, TESTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. ALL PROFESSIONAL SECURITY ASSISTANCE SERVICES ARE PROVIDED AS IS. Neither Lumen or its vendors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service.

4.3.2 THIRD PARTY SOFTWARE OR SERVICES ARE NOT PART OF THE SERVICE, AND CUSTOMER ACQUIRES THEM DIRECTLY FROM THE THIRD-PARTY PROVIDER. LUMEN IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES WHATSOEVER RELATED TO THIRD PARTY SOFTWARE OR SERVICES, EVEN IF LUMEN RECOMMENDS THE THIRD PARTY PROVIDER, EVEN IF THE THIRD PARTY SOFTWARE OR SERVICE IS RELATED TO THE SERVICE OR TO CUSTOMER'S ABILITY TO RECEIVE OR EXPLOIT THE SERVICE, AND EVEN IF LUMEN ACTS AS THE THIRD PARTY PROVIDER'S AGENT IN DELIVERING OR ENABLING ACCESS TO THE THIRD PARTY SOFTWARE OR SERVICE, IN COLLECTING PAYMENT, OR IN OTHER WAYS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LUMEN WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR MAINTENANCE, UPDATES, OR UPGRADES OF THIRD-PARTY SOFTWARE AND SERVICES, FOR INTELLECTUAL PROPERTY INFRINGEMENT BY THIRD PARTY SOFTWARE OR SERVICES OR ANY FAILURE OR PERFORMANCE OF THE THIRD-PARTY SOFTWARE OR SERVICE. Lumen is the applicable supplier's agent for purposes of ordering, collecting payment or in other ways as it relates to third party software or Services.

4.3.3 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Liability Limitations and Exclusions provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

4.4 Suspension; Access; Restrictions.

4.4.1 Lumen may temporarily suspend any Service immediately if Lumen has a good faith belief that Suspension is reasonably necessary to Mitigate damage or liability to the Mitigation Infrastructure or Lumen network or to other customers of Lumen that may result from Customer's continued use of the Service. In addition to any rights or obligations of the parties due to regulatory changes in the Agreement, Lumen may terminate any Order if Lumen or an applicable vendor or subcontractor cannot maintain any required regulatory approvals, despite its reasonable efforts to do so. Customer's access to the applicable Services will end as of the effective date of termination or expiration and Services do not include transition assistance.

4.4.2 Nothing in this Service Schedule or the Agreement grants Customer any rights to, and Customer is expressly prohibited from, reselling the Services or using any component of the Service or any Lumen proprietary materials to create or offer derivative versions of the Service either directly, or through a third party, as a standalone service offering, as bundled with Customer's services or products, or on a service-bureau basis.

4.4.3 Customer understands that DDoS Mitigation Service may result in disruptions of and/or damage to Customer's, Customer's end-users' or third parties' information systems and the information and data contained therein, including but not limited to denial of access to a legitimate system user. The Services do not include backing up data prior to deploying Services or for arranging alternative means of operation should such disruptions or failures occur. Customer understands and acknowledges that the Service is not suitable for the maintenance or processing (apart from mere transmission) of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other applicable laws in the matter.

5. Definitions. Any capitalized terms used in this Service Schedule or Service Guide and not otherwise defined will have the meanings set forth in the Agreement.

“Always-On” refers to an optional feature for DDoS Mitigation Direct, DDoS Mitigation Internet Direct Service, or DDoS Mitigation GRE Service that continually diverts Customer's inbound internet traffic through the Mitigation Infrastructure using BGP networking service.

“Attack” means a distributed denial of service attack on a computer system or network that causes a loss of service to users, typically the loss of network connectivity and services by consuming the bandwidth of the victim network or overloading the computational resources of the victim system.

“DDoS Hyper” or “Lumen® DDoS Hyper®” means DDoS Mitigation Service orderable online via self-serve experience. Lumen® DDoS Hyper® includes a subset of service capabilities available within DDoS Mitigation Service.

“Event” means a security abnormality detected by the Service or reported by Customer to the SOC. An Event does not necessarily constitute an actual security incident or Attack and must be investigated further to determine its validity.

“Excused Outage” will also mean for purposes of this Service Schedule, and in addition to the Agreement, the SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA, for any outage that adversely impacts the Service that is caused by, or attributable to: (a) the acts or omissions or misuse of the Service by Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications, the public Internet or other network or telecommunications unavailability, or systems not owned or controlled by, or attributable to, Lumen; (c) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (d) the unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service, including as a result of failure to provide Lumen with accurate, current contact information (including email); (e) Lumen's lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Customer's failure to provide timely approvals and/or consents, including allowing Lumen to retune the Service as required for Lumen to provide the Service; (h) Customer's sustained traffic load reaching a point that causes material degradation to or outage of the underlying Lumen Internet infrastructure not directly related to the Mitigation Infrastructure; (i) improper or inaccurate network specifications provided by Customer; (j) Customer is in breach of its obligations under the Agreement or this Service Schedule; (k) Customer failure to properly update the Route Origin Authorization (“ROA”); or (l) Customer's failure to notify Lumen in advance of network topography or system issues if the failure to notify results in failures, interruptions or degradation of Service.

“Mitigation” or “Mitigate” means rerouting of traffic through Lumen DDoS Mitigation Service and initiating countermeasures with the intent to remove Attack traffic identified by the Mitigation Infrastructure located in Lumen's network.

“Mitigation Infrastructure” is defined as a collection of Lumen devices consisting of routers, servers and scrubbers that connect to Lumen's internet and are designed to filter malicious Attack traffic and pass-through legitimate traffic in order to Mitigate the potential disruptions caused by an Attack.

“On-Demand” refers to an option for DDoS Mitigation Direct, DDoS Mitigation Internet Direct Service or DDoS Mitigation GRE Service that diverts Customer's inbound internet traffic through the Mitigation Infrastructure using BGP networking only when Customer traffic is under Attack or suspected of being under Attack.

“Order” which may also be referred to as “Service Order” means a service order request submitted on a form issued by Lumen and signed or agreed by Customer that includes the type and details of the specific Services ordered by Customer. A Service Order will also mean the online activation of Services including submitting a request within the Portal.

“Portal” may refer to either the DDoS specific Portal where Customer will have access to see traffic monitoring, alerting and Mitigation or the general Lumen Portal where Customer may view Service inventory and Service tickets.

“Regularly Scheduled Maintenance” means any scheduled maintenance performed to the Mitigation Infrastructure. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, Lumen will: (a) provide Customer seven (7) days' prior written notice, (b) work with Customer to

minimize such interruptions, (c) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time where the Mitigation Infrastructure is located on which such maintenance is performed and (d) work with Customer to remove Always-On Customer traffic from the Mitigation Infrastructure during such maintenance to avoid interruption. Emergency maintenance may be performed on less or no notice.

“Resource Public Key Infrastructure” or “RPKI” is a specialized public key infrastructure standard, adopted by most internet service providers (ISPs), that was designed and developed to provide a secure means of peer-to-peer IP Route announcements (BGP Protection). RPKI helps ensure that a route announcement is legitimately coming from the source AS (Autonomous System) and that it was registered with the Route Registry.

“Service Guide” (or "SG") means the product-specific Service guide that includes technical descriptions which Lumen may modify from time to time, effective upon posting at: <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>.

“Service Validation” means the process by which the DDoS Mitigation Service is confirmed as available as a part of the provisioning process enabling Lumen to obtain a profile of Customer’s traffic. Customer will coordinate to schedule Service Validation when contacted by Lumen to do so. Service Validation is conducted over two (2) windows during which traffic is routed through the Mitigation Infrastructure as follows: (a) an initial 2 hour “test” window, and (b) a 24-hour validation window. Service Validation must be completed for all or a subset of protected Class C subnet prior to routing traffic through the Mitigation Infrastructure.

“Suspension” means Lumen’s suspension of the DDoS Mitigation Service to Customer as permitted by this Service Schedule or as otherwise allowed under the Agreement.

“Third Party Software or Services” means those designated services where Customer must agree to the terms required by the vendor that form the binding agreement between the applicable vendor and Customer. For all such designated services, Lumen is not responsible or liable for the Services, including the performance of or failure to perform of the services.